ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်အတွင်း

နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုပြုလုပ်ရန် ရင်းနှီးမြှုပ်နှံလိုသူ၏

ဆောင်ရွက်ရန် အဆိုပြုချက်

"ဂျေစီကေ (မြန်မာ) အင်တာနေရှင်နယ် ကုမ္ပဏီလီမိတက်"

PROPOSAL OF THE INVESTOR

FOR MAKING FOREIGN INVESTMENT

IN THE REPUBLIC OF THE UNION OF MYANMAR

"JCK (MYANMAR) INTERNATIONAL COMPANY LIMITED"

MINGTEX FASHION COMPANY LIMITED

Units 601-2, 6/F, Wai Fung Plaza, 664 Nathan Road, Monkok, Kowloon, Hong Kong

, 2014

Chairman
Myanmar Investment Commission
Building (32), Nay Pyi Taw,
The Republic of the Union of Myanmar.

Subject: **Application for Investment Permit for establishment of 100% foreign owned company for carrying out manufacturing of garments under Cutting, Making and Packaging (CMP) basis in the Republic of the Union of Myanmar**

Your Excellency,

I, the Promoter, have the honor to submit a proposal together with supporting documents, which have been prepared for establishment of 100% foreign owned company under the name of **JCK (MYANMAR) INTERNATIONAL CO., LTD** in accordance with the Foreign Investment Law and the Myanmar Companies Act for carrying out manufacturing of garments under Cutting, Making and Packaging (CMP) basis at Plot No. A-5, Mingaladon Industrial Park, Corner of No. 3 Highway Road and Khayebin Road, Mingaladon Township, Yangon Region, the Republic of the Union of Myanmar.

JCK (MYANMAR) INTERNATIONAL CO., LTD will initially carry out manufacturing of garments under Cutting, Making and Packaging (CMP) basis in the Republic of the Union of Myanmar. The Company has a plan to gradually increase production volume in the Republic of the Union of Myanmar.

The major data regarding the proposed investment are as follows:

(a) Project	:	Manufacturing of garments under Cutting, Making and Packaging (CMP) basis.
(b) Construction Period	:	2 years

(c) Estimated total employees in first year	:	Local	839	persons
		Foreigner	14	persons
		Total	853	persons
(d) Estimated total employees in regular year	:	Local	995	persons
		Foreigner	6	persons
		Total	1001	persons
(e) Technique	:	China Technique		
(f) System of sales	:	100 % export sales		

For the purpose of the above investment, I hereby tender this application for the issuance of Investment Permit according to Section 19 of the Foreign Investment Law.

Having full confidence that our investment in the Republic of the Union of Myanmar will be beneficial to the people of the Republic of the Union of Myanmar and the country, I submit the following supporting documents along with the proposal:

1. Proposal of the Promoter to make Foreign Investment in the Republic of the Union of Myanmar;
2. Draft of Sub-Lease Agreement for leasing land at Plot No. A-5, Mingaladon Industrial Park, Corner of No. 3 Highway Road and Khayebin Road, Mingaladon Township, Yangon Region, the Republic of the Union of Myanmar;
3. References for business and financial standing;
4. Draft of Memorandum of Association and Articles of Association.

I also hereby apply for the exemptions and reliefs specified in Section 27 of the Foreign Investment Law as follows:

(a) Income tax exemption for a period of five consecutive years including the year of commencement on commercial scale to our business. Moreover, in case where it is beneficial to the Union, income tax exemption or relief for suitable period depending upon the success of the business in which investment is made;

(b) Exemptions or reliefs from income tax on profits of the business if they are maintained for re-investment in a reserve fund and re-invested therein within 1 year after the reserve is made;

(c) Right to deduct depreciation from the profit, after computing as the rate of deducting depreciation stipulated by the Union, in respect of machinery, equipment, building or other capital assets used in the business for the purpose of income tax assessment;

(d) Right to pay income tax on the income of foreigners at the rates applicable to the citizens residing within the Union;

(e) Right to deduct expenses from the assessable income, such expenses incurred in respect of research and development relating to the business which are actually required and are carried out within the Union;

(f) Right to carry forward and set-off the loss up to 3 consecutive years from the year the loss is actually sustained within 2 years following the enjoyment of exemption from income tax as contained in (a) above;

(g) Exemption or relief from custom duty or other internal taxes or both on machinery, equipment, instruments, machinery components, spare parts and materials used in the business , which are imported as they are actually required for use during the period of construction business;

(h) Exemption or relief from customs duty or other internal taxes or both on raw materials imported for production for the first three-year after the completion of construction of business;

(i) If the volume of investment is increased with the approval of the Commission and the original investment business is expanded during the permitted period, exemption or relief from custom duty or other internal taxes or both on machinery, equipment, instruments, machinery components, spare parts and materials used in the business which are imported as they are actually required for use in business expanded as such;

Since our company will carry out manufacturing of garments under Cutting, Making and Packaging (CMP) basis, it will require different level of skills to be provided through appropriate trainings to employees. In addition, certain types of capital in kind are also required to be imported into the Republic of the Union of Myanmar as per Investment Plan (Annex-1).

Therefore, I further request Your Excellency to kindly grant exemption from customs duty and all other internal taxes on importation of capital in kind as per Investment Plan (Annex-1).

It is my sincere hope that Your Excellency's Commission will be able to give this matter a favorable consideration and also grant approval at the earliest convince. Finally, I assure that the proposed investment will be contributing greatly to the economic development of the Republic of the Union of Myanmar.

Yours faithfully,

Mrs. Wei, Chiu-Yen
Promoter of the Proposal

MINGTEX FASHION COMPANY LIMITED

Units 601-2, 6/F, Wai Fung Plaza, 664 Nathan Road, Monkok, Kowloon, Hong Kong

Date: , 2014

Undertaking

Our Company, **JCK (MYANMAR) INTERNATIONAL CO., LTD** undertakes to comply as follows:

- that the revenue in foreign currency and in Kyat earned from the operation of the proposed project, shall have to be deposited into the Company's bank accounts in foreign currency and in Kyat to be opened with Myanmar Foreign Trade Bank (MFTB) or Myanma Investment and Commercial Bank (MICB) and other suitable authorized private banks;

- that required amount of salaries and other expenses in Kyat will be paid out of Kyat income. Expenses in foreign currency will be paid out of foreign currency income. If foreign currency income does not meet expenses in foreign currency, the balance will be paid after exchanging Kyat income into foreign currency at the official licensed money changers.

Signature : 魏秋燕

Name : Mrs. Wei, Chiu-Yen

Designation : Promoter of the Proposal

MINGTEX FASHION COMPANY LIMITED

Units 601-2, 6/F, Wai Fung Plaza, 664 Nathan Road, Monkok, Kowloon, Hong Kong

Undertaking regarding Maintenance of Environment

JCK (MYANMAR) INTERNATIONAL CO., LTD will follow all disciplines regarding maintenance of environment set by the Ministry of Environmental Conservation and Forestry.

JCK (MYANMAR) INTERNATIONAL CO., LTD will maintain Environmental Standards regarding (a) Waste Water (b) Waste Gas, Offensive Smell and Dust (c) Noise, set by the Lessor.

JCK (MYANMAR) INTERNATIONAL CO., LTD will conduct (a) Environmental Impact Control (b) Environmental Monitoring Plan and (c) Environmental Management in the Facilities in accordance with ENVIRONMENTAL CODES.

Signature : 魏秋燕

Name : Mrs. Wei, Chiu-Yen

Designation : Promoter of the Proposal

MINGTEX FASHION COMPANY LIMITED

Units 601-2, 6/F, Wai Fung Plaza, 664 Nathan Road, Monkok, Kowloon, Hong Kong

UNDERTAKING

- Our Company, **JCK (MYANMAR) INTERNATIONAL CO., LTD** undertakes that the Company will take responsibility to deduct income tax of its staff working in the Company based on their salary income in compliance with the provisions of the Myanmar Income-tax Law.

Signature : 魏秋燕

Name : Mrs. Wei, Chiu-Yen

Designation : Promoter of the Proposal

MINGTEX FASHION COMPANY LIMITED

Units 601-2, 6/F, Wai Fung Plaza, 664 Nathan Road, Monkok, Kowloon, Hong Kong

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, 2014

Chairman
Myanmar Investment Commission
Building (32), Nay Pyi Taw,
The Republic of the Union of Myanmar.

Subject: Matter of undertaking regarding Corporate Social Responsibilities (CSR) of JCK (MYANMAR) INTERNATIONAL CO., LTD.

Your Excellency,

Our Company, JCK (MYANMAR) INTERNATIONAL CO., LTD undertakes that 1% of profit earned from our business will be used to fulfill Corporate Social Responsibilities (CSR).

Signature	: 魏秋燕
Name	: Mrs. Wei, Chiu-Yen
Designation	: Promoter of the Proposal

MINGTEX FASHION COMPANY LIMITED

Units 601-2, 6/F, Wai Fung Plaza, 664 Nathan Road, Monkok, Kowloon, Hong Kong

THE BOARD OF DIRECTORS' RESOLUTION

The Board of Directors' Meeting of **Mingtex Fashion Company Limited** was held on January 3 , 2014 at Unit 1110, 11/F, Trendy Centre, 682-684 Castle Peak Road, Kowloon, Hong Kong, the People's Republic of China, the registered office of the Company.

Mr. Wang Feng-Te took the Chair and the following resolutions were passed:

1. Resolved that the Company be authorized to invest in the new company to be formed in the Republic of the Union of Myanmar in the name of JCK (Myanmar) International Company Limited 98% of its shares owned by the Company and 1% of its shares owned by Mrs. Wei Chiu Yen and 1% of its shares owned by Mr. Wang Fang-Te in accordance with the Foreign Investment Law and the Myanmar Companies Act.

2. Resolved that Mrs. Wei Chiu Yen be authorized to represent the Company in the formation of the new company.

3. Resolved that, upon formation of the company, Mr. Wang Feng-Te and Mrs. Wei Chiu Yen be appointed as Directors of the said new Company according to the Myanmar Companies Act.

True extract from the Minutes Book

王逢德

Mr. Wang Feng-Te
Managing Director

302874460

持照人填寫欄 (INFORMATION OF BEARER)

國內住址及電話 (DOMESTIC ADDRESS AND PHONE NUMBER)

國外住址及電話 (FOREIGN ADDRESS AND PHONE NUMBER)

緊急事故通知人 (IN CASE OF EMERGENCY, NOTIFY THE INDIVIDUAL NAMED BELOW

姓名 (NAME)

地址及電話 (ADDRESS AND PHONE NUMBER)

魏秋燕

持照人簽名 (SIGNATURE OF BEARER)

護照 PASSPORT 中華民國 REPUBLIC OF CHINA



型式 / Type: P

代碼 / Code: TWN

護照號碼 / Passport No.: 302874460

姓名 / Name (Surname, Given names): 魏秋燕 WEI, CHIU-YEN

國籍 / Nationality: REPUBLIC OF CHINA

身分證統一編號 / Personal Id. No.: N220708190

性別 / Sex: F

出生日期 / Date of birth: 10 OCT 1962

發照日期 / Date of issue: 12 APR 2011

出生地 / Place of birth: TAIWAN

效期截止日期 / Date of expiry: 12 APR 2021

發照機關 / Authority: MINISTRY OF FOREIGN AFFAIRS



P<TWNWEI<<CHIU<YEN<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

3028744600TWN6210102F2104120N220708190<<<<86

306037428

持照人填寫欄 (INFORMATION OF BEARER)

國內住址及電話 (DOMESTIC ADDRESS AND PHONE NUMBER)

國外住址及電話 (FOREIGN ADDRESS AND PHONE NUMBER)

緊急事故通知人 (IN CASE OF EMERGENCY, NOTIFY THE INDIVIDUAL NAMED BELOW)

姓名 (NAME)

地址及電話 (ADDRESS AND PHONE NUMBER)

王逢德

持照人簽名 (SIGNATURE OF BEARER)

護照 PASSPORT 中華民國 REPUBLIC OF CHINA



型式 / Type: P

代碼 / Code: TWN

護照號碼 / Passport No.: 306037428

姓名 / Name (Surname, Given names): 王逢德 WANG, FENG-TE

國籍 / Nationality: REPUBLIC OF CHINA

身分證統一編號 / Personal Id. No.: N125098973

性別 / Sex: M

出生日期 / Date of birth: 04 NOV 1986

發照日期 / Date of issue: 06 AUG 2012

出生地 / Place of birth: TAIPEI CITY

效期截止日期 / Date of expiry: 06 AUG 2015

發照機關 / Authority: MINISTRY OF FOREIGN AFFAIRS



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Sr. No.	Name, Address and Occupation of Subscribers	Nationality & N.R.C. No.	Number of Shares taken	Ratio
1.	Mingtex Fashion Company Limited Unit 1110, 11/F, Trendy Centre, 682-684 Castle Peak Road, Kowloon, Hong Kong. Presented by: Mrs. Wei Chiu-Yen No. 42, Aly 161, Hexing Ln, Pitou Township, Changhua Country 523, Taiwan, Republic of China (Businesswoman)	Incorporated in Hong Kong I.C No. 751211 Republic of China P.P No. 3028744600	1,470 Shares	98%
2.	Mrs. Wei Chiu-Yen No. 42, Aly 161, Hexing Ln, Pitou Township, Changhua County 523, Taiwan, Republic of China (Businesswoman)	Republic of China P.P No. 3028744600	15 Shares	1%
3.	Mr. Wang Feng-Te 3F., No. 9, Ln. 120, Jihu Road, Zhongshan District, Taipei City, 104, Taiwan, Republic of China. (Businessman)	Republic of China P.P No. 306037428	15 Shares	1%

JCK (Myanmar) International Co., Ltd
Board of Director's List

Sr. No.	The Present Christain name or names of surnames	Nationality, National Registration Card No.	Usual Residential Address	Other Business Occupation	Changes
1.	Mr. Wang Feng-Te	Republic of China P.P No. 306037428	3 F, No. 9, Ln, 120, Jihu Road, Zhongshan District, Taipei City 104, Taiwan, Republic of China.	Businessman	Director
2.	Ms. Wei Chiu-Yen	Republic of China P.P No. 302874460	No. 42, Aly 161, Hexing Ln, Pitou Township, Changhua County 523, Taiwan, Republic of China.	Businesswoman	Director

30 AUG 2013

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ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု

ပြုလုပ်ရန် ကမကထပြုသူ၏ ဆောင်ရွက်ရန်

အဆိုပြုချက်

PROPOSAL OF THE PROMOTER TO MAKE FOREIGN INVESTMENT IN THE REPUBLIC OF THE UNION OF MYANMAR

Form (I)

Proposal Form of Investor/Promoter for the investment to be made in the Republic of the Union of Myanmar

To,

Chairman
Myanmar Investment Commission

Reference No:
Date:

I do apply for the permission to make investment in the Republic of the Union of Myanmar in accordance with the Foreign Investment Law by furnishing the following particulars:-

1. The Investor's or Promoters:-

(a)	Name	Mrs. Wei, Chiu-Yen
(b)	Father's Name	Mr. Xie Cheng Xiang
(c)	ID No./Passport No.	TWN 302874460
(d)	Citizenship	Chinese
(e)	Address:	
	(i) Address in Myanmar	-
	(ii) Residence abroad	No. 42, Aly, 161, Hexing Ln, Pitou Township, Chanahun County 523, Taiwan, Republic of China
(f)	Name of Principle Organization	Mingtex Fashion Company Limited
(g)	Type of Business	Bridal Dress, Garment and Fabric
(h)	Principle Company's Address:	Unit 1111, 11/F, Trendy Center, 682-684 Castle Peak Road, Kowloon, Hong Kong.

2. If the investment business is formed under Joint Venture, partners':-

(a)	Name	-
(b)	Father's Name	-
(c)	ID/NRC No./Passport No.	-
(d)	Citizenship	-
(e)	Address:	
	(i) Address in Myanmar	-
	(ii) Residence abroad	-
(f)	Parent Company	-
(g)	Type of Business	-
(h)	Parent Company's Address:	-

Remarks: The following documents need to attach according to the above paragraph (1) and (2):-

(1) Company Registration Certificate (Copy);

(2) National Identification Card (Copy) and Passport (Copy);

(3) Evidences about the business and financial conditions of the participants of the proposed investment business;

3. Type of proposed investment business:-

(a)	Manufacturing	Manufacturing of Garments on Cutting, Making and Packaging under CMP Basis
(b)	Service Business related with manufacturing	-
(c)	Service	-
(d)	Others	-

Remarks: Expressions about the nature of business with regard to the above paragraph (3)

4. Type of business organization to be formed:-

(a)	One hundred percent	100% Foreign owned Company (New Company Name: JCK (Myanmar) International Co., Ltd)
(b)	Joint Venture:	
	(i) Foreigner and Citizen	-
	(ii) Foreigner and Government Department/Organization	-
(c)	By Contract based:	
	(i) Foreigner and Citizen	-
	(ii) Foreigner and Government Department/Organization	-

Remarks: The following information needs to attach for the above Paragraph (4):-
(i) Share ratio for the authorized capital from abroad and local, names, citizenships, addresses and occupations of the directors;
(ii) Joint Venture Agreement (Draft) and recommendation of Attorney General's Office if the investment is related with the State;
(iii) Contract (Agreement) (Draft)

5. Information related to Company incorporation

(a)	Authorized Capital	$ 50,000,000
(b)	Type of Share	Ordinary Share
(c)	Number of Shares	500,000 Shares

Remarks: Memorandum of Association and Articles of Association of the Company shall be submitted with regard to above paragraph 5.

6. Particulars relating to Capital of the investment business

		US$	Equ: Kyats (1 US$ = 950 Kyats)
(a)	Amount/Percentage of local capital to be contributed	-	
(b)	Amount/Percentage of Foreign capital to be brought in	5,000,000	4,750,000,000
	Total	5,000,000	4,750,000,000

(c)	(Annual/period) of proposed capital to be brought in	Within 1 year
(d)	Last date of capital brought in	Within 1 year after receiving MIC permit
(e)	Proposed duration of Investment	34 years

(f)	Commencement date of Construction	-
(g)	Construction Period	2 years

Remarks: Describe with annexure if it is required for the above Para 6(c)

7. Detail list of foreign capital to be brought in-

		Foreign Currency US$	Equivalent Kyat (1 US$ = 950 Ks)
(a)	Foreign Currency (Type of currency and amount)	1,040,308	988,292,600
(b)	Machinery and Equipments and value (to enclose detail list)	711,860	676,267,000
(c)	Value of Automobile	95,600	90,820,000
(d)	Value of Building Value	2,572,000	2,443,400,000
(e)	Value of Land Use Premium	580,232	551,220,400
	Total	5,000,000	4,750,000,000

Remarks: The evidence of permission shall be submitted for the above para 7(d) and (e).

8. Detail list of local capital to be brought in from Local-

		Kyat (Million)
(a)	Amount	-
(b)	Value of Machinery and Equipments (to enclose detail list)	-
(c)	Rental rate for building/land	-
(d)	Cost of building construction	-
(e)	Value of Furniture and Assets (to enclose detail list)	-
(f)	Value of initial Raw Material requirement (to enclose detail list)	-
(g)	Others	-
	Total	-

9. Particulars about the investment business-

(a)	Investment Location(s)/Place	Plot No. A-5, Mingaladon Industrial Park, Corner of No. 3 High Way Road and Khayebin Road, Mingaladon Township, Yangon Region.
(b)	Type and area requirement for Land or Land and Building	
	(i) Location	Plot No. A-5, Mingaladon Industrial Park, Corner of No. 3 High Way Road and Khayebin Road, Mingaladon Township, Yangon Region.
	(ii) Number of Land/Building and area	10,004 Square-meter
	(iii) Owner of the Land	
	(aa) Name/Company/Department	Mingaladon Industrial Park Co., Ltd
	(bb) National Registration No.	-

(cc) Address	Corner of No. 3 High Way Road and Khayebin Road, Mingaladon Township, Yangon Region.
(iv) Type of Land	Industrial Zone
(v) Period of Land lease contract	34 years
(vi) Lease Period	From Receiving MIC Permit To 7th Feb, 2048 (34)years
(vii) Lease Rate	
(aa) Land	US$ 0.3 per square meter per year
(bb) Building	-
(viii)Ward	-
(ix) Township	Mingalardon Township
(x) State/Region	Yangon Region
(xi) Lessee	
(aa)Name/Name of Company/ Department	Mingtex Fashion Company Limited
(bb) Father's Name	-
(cc) Citizenship	-
(dd) ID No./Passport No.	751211
(ee) Residence Address	Unit 1111, 11/F, Trendy Center, 682-684 Castle Peak Road, Kowloon, Hong Kong.

Remarks: Following particulars have to enclosed for above Para 9 (b)

(i) to enclose land map, land ownership and owner evidences:

(ii) Draft land lease agreement, recommendation from Union Attorney General Office if the land is related to the State;

(c) Requirement of building to be constructed;

(i) Type/No. of Building	Annex-5
(ii) Area	Annex-5

(d) Product to be produced/service

(1) Name of Product	Manufacturing of Garments on Cutting, Making and Packaging under CMP Basis
(2) Estimate amount to be produced annually	Annex-6
(3) Type of Service	-
(4) Estimate value of Service annually	-

Remarks: Detail list shall be enclosed with regard to the above para 9 (d).

(e) Annual requirement of materials/raw materials	Annex-6

Remarks: According to the above Para 9.(a) detail list of products in terms of type of products quantity, value, technical specifications for the production shall be listed and enclosed.

(f) Production System	
(g) Technical Know-how	China Technique
(h) Sales System	100 % CMP Basis
(i) Annual Fuel Requirement (to prescribe type and quantity)	Annex-8
(j) Annual electricity requirement	Annex-8
(k) Annual water requirement	Annex-8

(to prescribe daily requirement, if any)

10. Detail information about financial standing-

(a)	Name/Company Name	MINGTEX FASHION COMPANY LIMITED
(b)	ID No./ National Registration Card No./ Passport No.	751211
(c)	Bank Account No.	5/818142/503

Remarks: To enclose bank statement from resident country or annual audit report of the principle company with regard to the above para 10.

11. Number of personnel required for the proposed economic activity-

(a)	Local personnel	(839) numbers	(98 %)
(b)	Foreign experts and technicians	(14) numbers	(2%)

(Engineer, QC, Buyer, Management, etc. based on the nature of business and required period)

Remarks: As per para 11 the following information shall be enclosed:-

(i) No. of employee, occupations, salary rates, etc;	Annex-9	
(ii) Social security and welfare arrangements for employee/labour;	Annex-14	
(iii) family accompany with foreign employee;	-	

12. Particulars with regard to the economic justifications:-

		Foreign Currency	Equivalent Estimated Kyat
(a)	Annual Income	Annex-10	
(b)	Annual expenditure	Annex-11	
(c)	Annual net profit	Annex-11	
(d)	Yearly investments	Annex-1	
(e)	Recoupment period	Annex-12	
(f)	Other benefits (to enclose detail calculation)	Annex- 11, 15	

13. Evaluation of environmental impact:-
   (a) Organization for evaluation of environmental assessment;
   (b) Duration of the evaluation for environmental assessment;
   (c) Compensation programme for environmental damages (draft environmental law)
   (d) Water purification system and waste water treatment system;
   (e) Waste management system;
   (f) System for storage of chemicals

14. Evaluation on Socio-economic assessments;
   (a) Organization for evaluation of social impact assessments;
   (b) Duration of the evaluation for social impact assessments;
   (c) Corporate social responsibility programme;

Signature	魏秋燕
Name	Mrs. WEI CHIU-YEN
Occupation	Promoter of the Proposal

JCK (MYANMAR) INTERNATIONAL CO., LTD

Norm for one unit

Particular	Waving Fabric (Kg)	Knitting Fabric (Kg)	Zipper (Kg)	Thread (Kg)	Sealing Tape (Kg)	Padding (Kg)	Draw String (Kg)	Tape (Kg)	Button (Kg)	Plastic Ends (Kg)	Labels (Kg)	Packing accessories (Kg)	Inter Lining (Kg)	Velcro Tape (Kg)	Rib (Kg)	Total
Long Sleeves Shirt for Men	0.6	0.4	0.3	0.1	0.2	0.1	0.05	0.01	0.1	0.01	0.01	0.1	0.01	0.005	0.01	2.005
Long Sleeves Shirt for Ladies	0.45	0.3	0.225	0.075	0.15	0.075	0.0375	0.0075	0.075	0.0075	0.0075	0.075	0.0075	0.00375	0.0075	1.50375
Men Pants	0.3	0.2	0.3	0.1	0.2		0.01	0.01	0.1	0.01	0.01	0.1	0.01	0.005	0.01	1.365
Ladies Pants	0.3	0.2	0.2	0.0065	0.1		0.025	0.005	0.05	0.005	0.005	0.025	0.0065	0.00325	0.0065	0.938
Long sleeves Shirt for Kids	0.2	0.14	0.15	0.05	0.1	0.05	0.005	0.05	0.05	0.005	0.005	0.05	0.005	0.0025	0.005	0.868

JCK (MYANMAR) INTERNATIONAL CO., LTD
Production unit

Description	Unit	Year 1	Year 2	Year 3	Year 4	Year 5 and after
Total Production						
Men Long Sleeves Shirt	pcs	500,000	550,000	600,000	650,000	700,000
Ladies Long Sleeves Shirt	pcs	500,000	550,000	600,000	650,000	700,000
Men Pants	pcs	750,000	825,000	900,000	975,000	1,050,000
Ladies Pants	pcs	500,000	550,000	600,000	650,000	700,000
Kids Long Sleeves Shirt	pcs	500,000	550,000	600,000	650,000	700,000

JCK (MYANMAR) INTERNATIONAL CO., LTD

Investment Plan

Expressed in US$ Annex- 1

Sr. No.	Particular	Amount
1	Foreign currency	1,040,308
2	Value of Machineries	711,860
3	Automobile	95,600
4	Building Value	2,572,000
5	Value of Land Use Premium	580,232
Total		5,000,000

JCK (MYANMAR) INTERNATIONAL CO., LTD

List of Machinery & Equipment To Be Imported As Capital In Kind

Expressed in US$

Annex - 2

Sr. No.	Particular	A/C unit	Unit price	Quantity	Amount
1	Single-Needle Sewing Machine	set	300	400	120,000
2	Overlock Sewing Machine	set	350	300	105,000
3	Flatlock Machine	set	350	400	140,000
4	4 Needle Both Cut Flat Seamer Machine	set	265	160	42,400
5	Buttonhole Machine	set	250	40	10,000
6	Button Attaching Machine	set	300	40	12,000
7	Bartack Machine	set	300	40	12,000
8	Snap Machine	set	200	40	8,000
9	Zig-Zag Stitche Machine	set	350	20	7,000
10	chainstitch Machine	set	300	20	6,000
11	Elatic Sewing Machine	set	400	40	16,000
12	Pressing Stand With A Vacuum	set	380	60	22,800
13	Electric/Steam Iron	set	50	100	5,000
14	Straight Kinfe Machine	set	200	40	8,000
15	Belt Cutting Machine	set	200	10	2,000
16	Cloth Cut Machine	set	300	20	6,000
17	Tranfer Machine	set	100	100	10,000
18	Spreader	set	400	20	8,000
19	Fabric Deretor	set	1,250	4	5,000
20	Steam Botler	set	1,200	4	4,800
21	Automatic Cutting Machine	set	1,500	4	6,000
22	Needle Detetor	set	200	4	800
23	Hand Flad-Bed Trailer	set	100	100	10,000
24	Pressing Machine	set	250	40	10,000
25	Laser Cutting Machine	pcs	1,000	8	8,000
26	Cad	pcs	920	3	2,760
27	Longman Knife Cutting Machine	pcs	450	2	900
28	Sealing Machine With Knife	pcs	200	100	20,000
29	Sealing Machine	pcs	150	60	9,000
30	Rivet Fixing Machine	pcs	100	20	2,000
31	Hair Suction Machine	pcs	270	20	5,400
32	Iron Machine	pcs	50	60	3,000
33	Double Needle Machine	pcs	280	300	84,000
	Total				711,860

JCK (MYANMAR) INTERNATIONAL CO., LTD

List of Office Furniture and Equipment (Local purchase)

Expressed in US$ Annex - 2 (A)

Sr. No.	Particular	A/U	Qty	Unit price	Amount
1	Office Desk	set	150	40	6,000
2	Computer	set	250	40	10,000
3	Copy Machine	set	1,000	4	4,000
4	Plastic Basket	set	10	2,000	20,000
5	Cutting Table	set	20	600	12,000
6	Plastic Pad	set	10	1,000	10,000
7	Vacuum	set	300	4	1,200
8	Fax Machine	set	250	4	1,000
Total					64,200

JCK (MYANMAR) INTERNATIONAL CO., LTD

List of Office Accessories (Local purchase)

Expressed in US$

Annex - 3

Sr. No.	Particular	A/U	Qty	Unit price	Amount
1	Table and Chair	set	110	50	5,500
2	Chair	unit	90	20	1,800
3	Meeting Table	set	1	260	260
4	Branches	unit	20	100	2,000
5	Shelf	unit	40	100	4,000
6	Plastic Basket	unit	130	20	2,600
7	Stand Fan	unit	50	50	2,500
8	Settee	set	1	100	100
9	Air Conditioner 3 tons	unit	25	400	10,000
10	Table Counter	set	20	420	8,400
11	Refrigerator	unit	5	500	2,500
Total					39,660

JCK (MYANMAR) INTERNATIONAL CO., LTD
List of Automobiles to be imported
Expressed in US$

Annex-4

Sr. No.	Description	Model No.	Style	Made In	Qty	Unit price	Amount
1	Toyota	COASTER	Bus	Japan	1	71,800	71,800
2	Hino	300	3.49Ton	Taiwan	1	23,800	23,800
Total							95,600

Note: The company undertakes to pay customs duty and commercial tax on importation of automobiles.

JCK (MYANMAR) INTERNATIONAL CO., LTD

List of Building cost Annex - 5

Expressed in US$

Sr. No.	Particular	Measurement	Estimate amount
	Building Construction to MIP Plot-A-5		
1	BLD(1A) GARMENT FACTORY	4800.25M²	880,000
2	BLD(1B) GARMENT FACTORY	4800.25M²	880,000
3	BLD(2) 2 STORIES SIMPLE BUILDING	153.76M²	65,000
4	BLD(2) 2 STORIES MEETING BUILDING	224.00M	47,000
5	BLD(4) 2 STORIES CANTEEN BUILDING	192.00M	49,000
6	BLD(6) GATE HOUSE	13.141M	10,000
7	BLD(7) GENERATING HOUSE	96M	34,000
8	BLD(8,9) 3 STORIES EVENT BUILDING	600.00M*2UNITS	550,000
9	ROAD CONCRETE FLOORING (200mm,150mm,100mm)	1800M	26,000
10	FENCING WORKS	200M	20,000
11	GROUND TANK & PUMP HOUSE & SEPTIC TANK	450M	11,000
	Total		2,572,000

Note: The company intends to engage contractor for construction of the factory under "Turnkey" contract basis.

JCK (MYANMAR) INTERNATIONAL CO., LTD

Annual Raw, Accessories, Packing Materials & Consumables To Be Imported Annex - 6

Under CMP Basis

Expressed in US$

Sr. No.	Items	Unit	Unit price	Year 1		Year 2		Year 3		Year 4		Year 5 and after	
				Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount
1	**Waving Fabric**	Kg	3	1,000,000	3,000,000	1,100,000	3,300,000	1,200,000	3,600,000	1,300,000	3,900,000	1,400,000	4,200,000
	100% Nylon	Kg											
	100% Polyester	Kg											
	100% Cotton	Kg											
	Nylon/Polyester	Kg											
	Ployester/Nylon	Kg											
	Nylon/ Cotton	Kg											
	Cotton/Nylon	Kg											
	Ployester/ Cotton	Kg											
	Cotton/ Polyester	Kg											
	Nylon/ Elastan	Kg											
	[illegible]lyster/ Elastan	Kg											
	Wool/ Acrylic	Kg											
	Acrylic/ Wool	Kg											
	100% Acrylic	Kg											
	100% Wool	Kg											
	Polyster/ Wool	Kg											
	Wool/ Polyester	Kg											
	100% Viscous	Kg											
	Viscous / Silk	Kg											
	Viscous/ Metalized	Kg											
	Cotton/ Linen	Kg											
	Linen/ Cotton	Kg											
	Cotton/ Elastan	Kg											
2	**Knitting Fabric**	Kg	3	670,000	2,010,000	737,000	2,211,000	804,000	2,412,000	871,000	2,613,000	938,000	2,814,000
	Total				5,010,000		5,511,000		6,012,000		6,513,000		7,014,000

JCK (MYANMAR) INTERNATIONAL CO., LTD

Annual Raw, Accessories, Packing Materials & Consumables To Be Imported Annex - 6

Under CMP Basis

Expressed in US$

List of Accessories

Sr. No.	Items	Unit	Unit price	Year 1		Year 2		Year 3		Year 4		Year 5 and after	
				Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount
1	**Zipper**	Kg	4	662,500	2,650,000	728,750	2,915,000	795,000	3,180,000	861,250	3,445,000	927,500	3,710,000
2	**Thread**	Kg	5	190,750	953,750	209,825	1,049,125	228,900	1,144,500	247,975	1,239,875	267,050	1,335,250
3	**Sealing Tape**	Kg	3	425,000	1,275,000	467,500	1,402,500	510,000	1,530,000	552,500	1,657,500	595,000	1,785,000
4	**Padding**	Kg	3	112,500	337,500	123,750	371,250	135,000	405,000	146,250	438,750	157,500	472,500
5	**Drawstring**	Kg	2	66,250	132,500	72,875	145,750	79,500	159,000	86,125	172,250	92,750	185,500
6	**Tape**	Kg	4	43,750	175,000	48,125	192,500	52,500	210,000	56,875	227,500	61,250	245,000
	ReflectiveTape												
7	**Button**	Kg	5	212,500	1,062,500	233,750	1,168,750	255,000	1,275,000	276,250	1,381,250	297,500	1,487,500
	(1) Plastic Button												
	Snap Button												
	(3) Hook Button												
	(4) Shake Button												
	(5) D- ring Button												
	(6) Holder												
	(7) Buckle Button												
	(8) Suspender												
8	**Plastic Ring**	Kg	4	21,250	85,000	23,375	93,500	25,500	102,000	27,625	110,500	29,750	119,000
9	**Label**	Pcs	5	21,250	106,250	23,375	116,875	25,500	127,500	27,625	138,125	29,750	148,750
	(1) Silicon Label												
	(2) Care Label												
	Main Label												

JCK (MYANMAR) INTERNATIONAL CO., LTD

Annual Raw, Accessories, Packing Materials & Consumables To Be Imported Annex - 6

Under CMP Basis

Expressed in US$

	(4) Size Label												
	(5) Relective Transfer Label												
	(6) Transfer Print												
10	**Packing Accessories**	Kg	5	200,000	1,000,000	220,000	1,100,000	240,000	1,200,000	260,000	1,300,000	280,000	1,400,000
	(1) Photo Inlay												
	(2) Hangtag												
	(3) Polybag												
	(4) Sticker												
	(5) Hanger												
	(6) Carton												
	(7) Packing Tape												
	(8) Nylon String												
	(9) Stopper												
	(10) Packing paper												
11	**Interlining**	Kg	3	22,000	66,000	24,200	72,600	26,400	79,200	28,600	85,800	30,800	92,400
12	**Velcro Tape**	Kg	3	11,000	33,000	12,100	36,300	13,200	39,600	14,300	42,900	15,400	46,200
13	**Rib**	Kg	3	22,000	66,000	24,200	72,600	26,400	79,200	28,600	85,800	30,800	92,400
Total					7,942,500	1,884,575	7,244,875	2,055,900	7,903,500	2,227,225	8,562,125	2,398,550	9,220,750

JCK (MYANMAR) INTERNATIONAL CO., LTD

Depreciation and Amortization Schedule

Expressed in US$

Description	Useful Life	Dep: rate	Year 1 to Year 8		Year 9 to Year 10		Year 11 to Year 34	
			Original value	Dep: Amt US$	Original value	Dep: Amt US$	Original value	Dep: Amt US$
Depreciation								
Machinery	10 years	10%	711,860	71,186		71,186		0
Office Furniture and Equipment	10 years	10%	64,200	6,420		6,420		
Office Accessories	10 years	10%	39,660	3,966		3,966		0
Automobile	8 years	12.5%	95,600	11,950		0		0
Building value	34 years	2.94%	2,572,000	75,617		75,617		75,617
Amortization								
Land use premium	34 years	2.94%	580,232	17,059		17,059		17,059
Total				186,198		174,248		92,676

JCK (MYANMAR) INTERNATIONAL CO., LTD

Annual Fuel/Electricity/Water Requirement Annex - 8

Expressed in US$

Item	Specification	Unit	Unit price	Year 1		Year 2		Year 3		Year 4		Year 5 and after	
				Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount
Fuel	Diesel	Gallon	4.70	12,000	56,400	13,200	62,040	14,400	67,680	15,600	73,320	16,800	78,960
Electricity		kWhr	0.132	6,000	792	6,600	871	7,200	950	7,800	1,030	8,400	1,109
Water		m3	0.50	5,000	2,500	5,500	2,750	6,000	3,000	6,500	3,250	7,000	3,500
					59,692		65,661		71,630		77,600		83,569

JCK (MYANMAR) INTERNATIONAL CO., LTD

List of local personnel & foreign technicians Annex - 9

Expressed in US$

Sr. No.	Designation	Salary per Month	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 7		Year 8		Year 9		Year 10 -34	
			No. of person	Total Annual Salary	No. of person	Total Annual Salary	No. of person	Total Annual Salary	No. of person	Total Annual Salary	No. of person	Total Annual Salary	No. of person	Total Annual Salary	No. of person	Total Annual Salary	No. of person	Total Annual Salary	No. of person	Total Annual Salary	No. of person	Total Annual Salary
	<u>Foreign Technician</u>																					
1	General Manager	900	1	10,800	1	10,800	1	10,800	1	10,800	1	10,800	1	10,800	1	10,800	1	10,800	1	10,800	1	10,800
2	Manager	600	2	14,400	2	14,400	2	14,400	2	14,400	2	14,400	2	14,400	2	14,400	2	14,400	2	14,400	2	14,400
3	Technican	400	11	52,800	11	52,800	11	52,800	6	28,800	6	28,800	6	28,800	3	14,400	3	14,400	3	14,400	3	14,400
	Total		14	78,000	14	78,000	14	78,000	9	54,000	9	54,000	9	54,000	6	39,600	6	39,600	6	39,600	6	39,600
	<u>Local Personnel</u>																					
	Direct Labour																					
1	Factory Manager	400	1	4,800	1	4,800	1	4,800	1	4,800	1	4,800	1	4,800	1	4,800	1	4,800	1	4,800	1	4,800
2	Designer	300	2	7,200	2	7,200	2	7,200	2	7,200	2	7,200	2	7,200	2	7,200	2	7,200	2	7,200	2	7,200
3	Quality Control	150	12	21,600	12	21,600	12	21,600	12	21,600	12	21,600	12	21,600	12	21,600	12	21,600	12	21,600	12	21,600
4	Skilled workers	110	250	330,000	255	336,600	260	343,200	265	349,800	270	356,400	275	363,000	280	369,600	285	376,200	290	382,800	295	389,400
5	Semi-skilled workers	100	350	420,000	355	426,000	360	432,000	365	438,000	370	444,000	375	450,000	380	456,000	385	462,000	390	468,000	395	474,000
6	Unskilled workers	90	200	216,000	205	221,400	210	226,800	215	232,200	220	237,600	225	243,000	230	248,400	235	253,800	240	259,200	245	264,600
	Total Director Worker		815	999,600	835	1,017,600	850	1,035,600	860	1,053,600	875	1,071,600	890	1,089,600	905	1,107,600	920	1,125,600	935	1,143,600	955	1,161,600
	Indirect Labour																					
1	Admin Manager	300	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600
2	Financial Manager	300	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600
3	Marketing Manager	300	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600
4	Production Supervisor	200	8	19,200	8	19,200	8	19,200	10	24,000	10	24,000	10	24,000	12	28,800	12	28,800	12	28,800	12	28,800
5	Office Staff	150	7	12,600	7	12,600	7	12,600	9	16,200	9	16,200	9	16,200	11	19,800	11	19,800	11	19,800	11	19,800
6	Driver	150	2	3,600	2	3,600	2	3,600	4	7,200	4	7,200	4	7,200	6	10,800	6	10,800	6	10,800	6	10,800
7	Security Staff & Cleaner	150	4	7,200	4	7,200	4	7,200	6	10,800	6	10,800	6	10,800	8	14,400	8	14,400	8	14,400	8	14,400
	Total Indirect Labour		24	53,400	24	53,400	24	53,400	32	69,000	32	69,000	32	69,000	40	84,600	40	84,600	40	84,600	40	84,600
	Total Direct & Indirect Labour		839	1,053,000	859	1,071,000	874	1,089,000	892	1,122,600	907	1,140,600	922	1,158,600	945	1,192,200	960	1,210,200	975	1,228,200	995	1,246,200
	Total		**853**	**1,131,000**	**873**	**1,149,000**	**888**	**1,167,000**	**901**	**1,176,600**	**916**	**1,194,600**	**931**	**1,212,600**	**951**	**1,231,800**	**966**	**1,249,800**	**981**	**1,267,800**	**1,001**	**1,285,800**

JCK (MYANMAR) INTERNATIONAL CO., LTD

Production and Sales Schedule

Description	Unit	Year 1	Year 2	Year 3	Year 4	Year 5 and after
Total Production						
Men Long Sleeves Shirt	pcs	500,000	550,000	600,000	650,000	700,000
Ladies Long Sleeves Shirt	pcs	500,000	550,000	600,000	650,000	700,000
Men Pants	pcs	750,000	825,000	900,000	975,000	1,050,000
Ladies Pants	pcs	500,000	550,000	600,000	650,000	700,000
Kids Long Sleeves Shirt	pcs	500,000	550,000	600,000	650,000	700,000
CMP Basic (100 % Export)						
Men Long Sleeves Shirt	pcs	500,000	550,000	600,000	650,000	700,000
Ladies Long Sleeves Shirt	pcs	500,000	550,000	600,000	650,000	700,000
Men Pants	pcs	750,000	825,000	900,000	975,000	1,050,000
Ladies Pants	pcs	500,000	550,000	600,000	650,000	700,000
Kids Long Sleeves Shirt	pcs	500,000	550,000	600,000	650,000	700,000
Unit Price						
CMP Basic (100 % of Export)						
Men Long Sleeves Shirt	US$/Pcs	4	4	4	4	4
Ladies Long Sleeves Shirt	US$/Pcs	4	4	4	4	4
Men Pants	US$/Pcs	2	2	2	2	2
Ladies Pants	US$/Pcs	2	2	2	2	2
Kids Long Sleeves Shirt	US$/Pcs	1	1	1	1	1
CMP income						
Men Long Sleeves Shirt	US$	2,000,000	2,200,000	2,400,000	2,600,000	2,800,000
Ladies Long Sleeves Shirt	US$	2,000,000	2,200,000	2,400,000	2,600,000	2,800,000
Men Pants	US$	1,125,000	1,237,500	1,350,000	1,462,500	1,575,000
Ladies Pants	US$	750,000	825,000	900,000	975,000	1,050,000
Kids Long Sleeves Shirt	US$	625,000	687,500	750,000	812,500	875,000
Total CMP income	US$	6,500,000	7,150,000	7,800,000	8,450,000	9,100,000

Note: Assume that production unit and sales unit are same. The company will increase product variety depand on orders.

JCK (MYANMAR) INTERNATIONAL CO., LTD

Projected Profit & Loss Statement

Annex - 11

Description	Year 1			Year 2			Year 3			Year 4		
	US$	Kyats	Equ: US$	US$	Kyats	Equ: US$	US$	Kyats	Equ: US$	US$	Kyats	Equ: US$
Income												
Income from - CMP	6,500,000		6,500,000	7,150,000		7,150,000	7,800,000		7,800,000	8,450,000		8,450,000
Total Income	6,500,000	-	6,500,000	7,150,000	-	7,150,000	7,800,000	-	7,800,000	8,450,000	-	8,450,000
Less: Cost of Goods sold												
Direct Labour	999,600		999,600	1,017,600		1,017,600	1,035,600		1,035,600	1,053,600		1,053,600
Production overhead			-			-			-			-
Other overhead	65,000		65,000	71,500		71,500	78,000		78,000	84,500		84,500
Water, Fuel and Electricity	59,692		59,692	65,661		65,661	71,630		71,630	77,600		77,600
Total cost of good sold	1,124,292	-	1,124,292	1,154,761	-	1,154,761	1,185,230	-	1,185,230	1,215,700	-	1,215,700
Gross profit/(loss)	5,375,708	-	5,375,708	5,995,239	-	5,995,239	6,614,770	-	6,614,770	7,234,300	-	7,234,300
Expenses												
Foreign Technican	78,000		78,000	78,000		78,000	78,000		78,000	54,000		54,000
Wages and salaries	53,400		53,400	53,400		53,400	53,400		53,400	69,000		69,000
Maintenance	1,300,000		1,300,000	1,430,000		1,430,000	1,560,000		1,560,000	1,690,000		1,690,000
Administration	1,365,000		1,365,000	1,501,500		1,501,500	1,638,000		1,638,000	1,774,500		1,774,500
Selling expenses	1,183,000		1,183,000	1,301,300		1,301,300	1,419,600		1,419,600	1,537,900		1,537,900
Transportation	842,500		842,500	923,750		923,750	1,005,000		1,005,000	1,056,250		1,056,250
Depreciation	186,198		186,198	186,198		186,198	186,198		186,198	186,198		186,198
Total expenses	5,008,098	-	5,008,098	5,474,148	-	5,474,148	5,940,198	-	5,940,198	6,367,848	-	6,367,848
Profit before tax	367,610	-	367,610	521,091	-	521,091	674,572	-	674,572	866,453	-	866,453
Less: Provision for income tax												
Profit after tax	367,610	-	367,610	521,091	-	521,091	674,572	-	674,572	866,453	-	866,453
Less: 1% Provision for CSR expenses			3,676			5,211			6,746			8,665
Net profit for the year			363,934			515,880			667,826			857,788

1 US$ = 950 Kyats

JCK (MYANMAR) INTERNATIONAL CO., LTD

Projected Profit & Loss Statement

Annex - 11(A)

Description	Year 5			Year 6			Year 7			Year 8		
	US$	Kyats	Equ: US$	US$	Kyats	Equ: US$	US$	Kyats	Equ: US$	US$	Kyats	Equ: US$
Income												
Income from - CMP	9,100,000		9,100,000	9,100,000		9,100,000	9,100,000		9,100,000	9,100,000		9,100,000
Total Income	9,100,000	-	9,100,000	9,100,000	-	9,100,000	9,100,000	-	9,100,000	9,100,000	-	9,100,000
Less: Cost of Goods sold												
Direct Labour	1,071,600		1,071,600	1,089,600		1,089,600	1,107,600		1,107,600	1,125,600		1,125,600
Production overhead			-			-			-			-
Other overhead	91,000		91,000	91,000		91,000	91,000		91,000	91,000		91,000
Water, Fuel and Electricity	83,569		83,569	83,569		83,569	83,569		83,569	83,569		83,569
Total cost of good sold	1,246,169	-	1,246,169	1,264,169	-	1,264,169	1,282,169	-	1,282,169	1,300,169	-	1,300,169
Gross profit/(loss)	7,853,831	-	7,853,831	7,835,831	-	7,835,831	7,817,831	-	7,817,831	7,799,831	-	7,799,831
Expenses												
Foreign Technican	54,000		54,000	54,000		54,000	39,600		39,600	39,600		39,600
Wages and salaries	69,000		69,000	84,600		84,600	84,600		84,600	84,600		84,600
Maintenance	1,820,000		1,820,000	1,820,000		1,820,000	1,820,000		1,820,000	1,820,000		1,820,000
Administration	1,911,000		1,911,000	1,911,000		1,911,000	1,911,000		1,911,000	1,911,000		1,911,000
Selling expenses	1,656,200		1,656,200	1,656,200		1,656,200	1,656,200		1,656,200	1,656,200		1,656,200
Transportation	1,137,500		1,137,500	1,137,500		1,137,500	1,137,500		1,137,500	1,137,500		1,137,500
Depreciation	186,198		186,198	186,198		186,198	186,198		186,198	186,198		186,198
Total expenses	6,833,898	-	6,833,898	6,849,498	-	6,849,498	6,835,098	-	6,835,098	6,835,098	-	6,835,098
Profit before tax	1,019,934	-	1,019,934	986,334	-	986,334	982,734	-	982,734	964,734	-	964,734
Less: Provision for income tax						246,583			245,683			241,183
Profit after tax	1,019,934	-	1,019,934	986,334	-	739,750	982,734	-	737,050	964,734	-	723,550
Less: 1% Provision for CSR expenses			10,199			7,398			7,371			7,236
Net profit for the year			1,009,734			732,353			729,680			716,315

1 US$ = 950 Kyats

JCK (MYANMAR) INTERNATIONAL CO., LTD

Projected Profit & Loss Statement

Annex -11(B)

Description	Year 9			Year 10			Year 11 and after		
	US$	Kyats	Equ: US$	US$	Kyats	Equ: US$	US$	Kyats	Equ: US$
Income									
Income from - CMP	9,100,000		9,100,000	9,100,000		9,100,000	9,100,000		9,100,000
Total Income	9,100,000	-	9,100,000	9,100,000	-	9,100,000	9,100,000	-	9,100,000
Less: Cost of Goods sold									
Direct Labour	1,143,600		1,143,600	1,161,600		1,161,600	1,161,600		1,161,600
Production overhead			-			-			-
Other overhead	91,000		91,000	91,000		91,000	91,000		91,000
Water, Fuel and Electricity	83,569		83,569	83,569		83,569	83,569		83,569
Total cost of good sold	1,318,169	-	1,318,169	1,336,169	-	1,336,169	1,336,169	-	1,336,169
Gross profit/(loss)	7,781,831	-	7,781,831	7,763,831	-	7,763,831	7,763,831	-	7,763,831
Expenses									
Foreign Technican	39,600		39,600	39,600		39,600	39,600		39,600
Wages and salaries	84,600		84,600	84,600		84,600	84,600		84,600
Maintenance	1,820,000		1,820,000	1,820,000		1,820,000	1,820,000		1,820,000
Administration	1,911,000		1,911,000	1,911,000		1,911,000	1,911,000		1,911,000
Selling expenses	1,656,200		1,656,200	1,656,200		1,656,200	1,656,200		1,656,200
Transportation	1,137,500		1,137,500	1,137,500		1,137,500	1,137,500		1,137,500
Depreciation	174,248		174,248	174,248		174,248	92,676		92,676
Total expenses	6,823,148	-	6,823,148	6,823,148	-	6,823,148	6,741,576	-	6,741,576
Profit before tax	958,684	-	958,684	940,684	-	940,684	1,022,256	-	1,022,256
Less: Provision for income tax			239,671			235,171			255,564
Profit after tax	958,684	-	719,013	940,684	-	705,513	1,022,256	-	766,692
Less: 1% Provision for CSR expenses			7,190			7,055			7,667
Net profit for the year			711,823			698,458			759,025

1 US$ = 950 Kyats

JCK (MYANMAR) INTERNATIONAL CO., LTD

Cash Flow Statement

Expressed in US$

	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Cash inflow											
Income		6,500,000	7,150,000	7,800,000	8,450,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000
Total cash inflow		6,500,000	7,150,000	7,800,000	8,450,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000
Cash outflow											
Cost of Good Sold		1,124,292	1,154,761	1,185,230	1,215,700	1,246,169	1,264,169	1,282,169	1,300,169	1,318,169	1,336,169
Expenses		4,821,900	5,287,950	5,754,000	6,181,650	6,647,700	6,663,300	6,648,900	6,648,900	6,648,900	6,648,900
25% income tax		-	-	-	-	-	246,583	245,683	241,183	239,671	235,171
Total cash outflow	-	5,946,192	6,442,711	6,939,230	7,397,350	7,893,869	8,174,052	8,176,752	8,190,252	8,206,740	8,220,240
Cash flow from operation	-	553,808	707,289	860,770	1,052,650	1,206,131	925,948	923,248	909,748	893,260	879,760
Change in Working Capital											
Capital Investment and Disposal	5,000,000										
Net Cash Flow	-5,000,000	553,808	707,289	860,770	1,052,650	1,206,131	925,948	923,248	909,748	893,260	879,760
Accumulated Net Cash Flow	-5,000,000	-4,446,192	-3,738,903	-2,878,134	-1,825,483	-619,352	306,596	1,229,844	2,139,591	3,032,852	3,912,612

Payback period = 5 years and 8 months

JCK (MYANMAR) INTERNATIONAL CO., LTD

Annex - 12(A)

Cash Flow Statement

Expressed in US$

	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21
Cash inflow											
Income	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000
Total cash inflow	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000
Cash outflow											
Cost of Good Sold	1,336,169	1,336,169	1,336,169	1,336,169	1,336,169	1,336,169	1,336,169	1,336,169	1,336,169	1,336,169	1,336,169
Expenses	6,648,900	6,648,900	6,648,900	6,648,900	6,648,900	6,648,900	6,648,900	6,648,900	6,648,900	6,648,900	6,648,900
25% income tax	255,564	255,564	255,564	255,564	255,564	255,564	255,564	255,564	255,564	255,564	255,564
Total cash outflow	8,240,633	8,240,633	8,240,633	8,240,633	8,240,633	8,240,633	8,240,633	8,240,633	8,240,633	8,240,633	8,240,633
Cash flow from operation	859,367	859,367	859,367	859,367	859,367	859,367	859,367	859,367	859,367	859,367	859,367
Change in Working Capital											
Capital Investment and Disposal											
Net Cash Flow	859,367	859,367	859,367	859,367	859,367	859,367	859,367	859,367	859,367	859,367	859,367
Accumulated Net Cash Flow	4,771,979	5,631,347	6,490,714	7,350,081	8,209,449	9,068,816	9,928,183	10,787,550	11,646,918	12,506,285	13,365,652

Payback period = 5 years and 8 months

JCK (MYANMAR) INTERNATIONAL CO., LTD

Annual Raw, Accessories, Packing Materials & Consumables To Be Imported

Annex - 6

Under CMP Basis

Expressed in US$

Sr. No.	Items	Unit	Unit price	Year 1		Year 2		Year 3		Year 4		Year 5 and after	
				Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount
1	**Waving Fabric**	Kg	3	1,000,000	3,000,000	1,100,000	3,300,000	1,200,000	3,600,000	1,300,000	3,900,000	1,400,000	4,200,000
	100% Nylon	Kg											
	100% Polyester	Kg											
	100% Cotton	Kg											
	Nylon/Polyester	Kg											
	Ployester/Nylon	Kg											
	Nylon/ Cotton	Kg											
	Cotton/Nylon	Kg											
	Ployester/ Cotton	Kg											
	Cotton/ Polyester	Kg											
	Nylon/ Elastan	Kg											
	·lyster/ Elastan	Kg											
	Wool/ Acrylic	Kg											
	Acrylic/ Wool	Kg											
	100% Acrylic	Kg											
	100% Wool	Kg											
	Polyster/ Wool	Kg											
	Wool/ Polyester	Kg											
	100% Viscous	Kg											
	Viscous / Silk	Kg											
	Viscous/ Metalized	Kg											
	Cotton/ Linen	Kg											
	Linen/ Cotton	Kg											
	Cotton/ Elastan	Kg											
2	**Knitting Fabric**	Kg	3	670,000	2,010,000	737,000	2,211,000	804,000	2,412,000	871,000	2,613,000	938,000	2,814,000
	Total				5,010,000		5,511,000		6,012,000		6,513,000		7,014,000

JCK (MYANMAR) INTERNATIONAL CO., LTD

Annual Raw, Accessories, Packing Materials & Consumables To Be Imported Annex - 6

Under CMP Basis

Expressed in US$

List of Accessories

Sr. No.	Items	Unit	Unit price	Year 1		Year 2		Year 3		Year 4		Year 5 and after	
				Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount
1	**Zipper**	Kg	4	662,500	2,650,000	728,750	2,915,000	795,000	3,180,000	861,250	3,445,000	927,500	3,710,000
2	**Thread**	Kg	5	190,750	953,750	209,825	1,049,125	228,900	1,144,500	247,975	1,239,875	267,050	1,335,250
3	**Sealing Tape**	Kg	3	425,000	1,275,000	467,500	1,402,500	510,000	1,530,000	552,500	1,657,500	595,000	1,785,000
4	**Padding**	Kg	3	112,500	337,500	123,750	371,250	135,000	405,000	146,250	438,750	157,500	472,500
5	**Drawstring**	Kg	2	66,250	132,500	72,875	145,750	79,500	159,000	86,125	172,250	92,750	185,500
6	**Tape**	Kg	4	43,750	175,000	48,125	192,500	52,500	210,000	56,875	227,500	61,250	245,000
	ReflectiveTape												
7	**Button**	Kg	5	212,500	1,062,500	233,750	1,168,750	255,000	1,275,000	276,250	1,381,250	297,500	1,487,500
	(1) Plastic Button												
	Snap Button												
	(3) Hook Button												
	(4) Shake Button												
	(5) D- ring Button												
	(6) Holder												
	(7) Buckle Button												
	(8) Suspender												
8	**Plastic Ring**	Kg	4	21,250	85,000	23,375	93,500	25,500	102,000	27,625	110,500	29,750	119,000
9	**Label**	Pcs	5	21,250	106,250	23,375	116,875	25,500	127,500	27,625	138,125	29,750	148,750
	(1) Silicon Label												
	(2) Care Label												
	Main Label												

JCK (MYANMAR) INTERNATIONAL CO., LTD

Annual Raw, Accessories, Packing Materials & Consumables To Be Imported Annex - 6

Under CMP Basis

Expressed in US$

	(4) Size Label												
	(5) Relective Transfer Label												
	(6) Transfer Print												
10	**Packing Accessories**	Kg	5	200,000	1,000,000	220,000	1,100,000	240,000	1,200,000	260,000	1,300,000	280,000	1,400,000
	(1) Photo Inlay												
	(2) Hangtag												
	(3) Polybag												
	(4) Sticker												
	(5) Hanger												
	(6) Carton												
	(7) Packing Tape												
	(8) Nylon String												
	(9) Stopper												
	(10) Packing paper												
11	**Interlining**	Kg	3	22,000	66,000	24,200	72,600	26,400	79,200	28,600	85,800	30,800	92,400
12	**Velcro Tape**	Kg	3	11,000	33,000	12,100	36,300	13,200	39,600	14,300	42,900	15,400	46,200
13	**Rib**	Kg	3	22,000	66,000	24,200	72,600	26,400	79,200	28,600	85,800	30,800	92,400
Total					7,942,500	1,884,575	7,244,875	2,055,900	7,903,500	2,227,225	8,562,125	2,398,550	9,220,750

JCK (MYANMAR) INTERNATIONAL CO., LTD

Annual Fuel/Electricity/Water Requirement

Annex - 8

Expressed in US$

Item	Specification	Unit	Unit price	Year 1		Year 2		Year 3		Year 4		Year 5 and after	
				Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount
Fuel	Diesel	Gallon	4.70	12,000	56,400	13,200	62,040	14,400	67,680	15,600	73,320	16,800	78,960
Electricity		kWhr	0.132	6,000	792	6,600	871	7,200	950	7,800	1,030	8,400	1,109
Water		m3	0.50	5,000	2,500	5,500	2,750	6,000	3,000	6,500	3,250	7,000	3,500
					59,692		65,661		71,630		77,600		83,569

JCK (MYANMAR) INTERNATIONAL CO., LTD

List of local personnel & foreign technicians

Annex - 9

Expressed in US$

Sr. No.	Designation	Salary per Month	Year 1		Year 2		Year 3		Year 4		Year 5		Year 6		Year 7		Year 8		Year 9		Year 10 -34	
			No. of person	Total Annual Salary	No. of person	Total Annual Salary	No. of person	Total Annual Salary	No. of person	Total Annual Salary	No. of person	Total Annual Salary	No. of person	Total Annual Salary	No. of person	Total Annual Salary	No. of person	Total Annual Salary	No. of person	Total Annual Salary	No. of person	Total Annual Salary
	<u>Foreign Technician</u>																					
1	General Manager	900	1	10,800	1	10,800	1	10,800	1	10,800	1	10,800	1	10,800	1	10,800	1	10,800	1	10,800	1	10,800
2	Manager	600	2	14,400	2	14,400	2	14,400	2	14,400	2	14,400	2	14,400	2	14,400	2	14,400	2	14,400	2	14,400
3	Technican	400	11	52,800	11	52,800	11	52,800	6	28,800	6	28,800	6	28,800	3	14,400	3	14,400	3	14,400	3	14,400
	Total		14	78,000	14	78,000	14	78,000	9	54,000	9	54,000	9	54,000	6	39,600	6	39,600	6	39,600	6	39,600
	<u>Local Personnel</u>																					
	Direct Labour																					
1	Factory Manager	400	1	4,800	1	4,800	1	4,800	1	4,800	1	4,800	1	4,800	1	4,800	1	4,800	1	4,800	1	4,800
2	Designer	300	2	7,200	2	7,200	2	7,200	2	7,200	2	7,200	2	7,200	2	7,200	2	7,200	2	7,200	2	7,200
3	Quality Control	150	12	21,600	12	21,600	12	21,600	12	21,600	12	21,600	12	21,600	12	21,600	12	21,600	12	21,600	12	21,600
4	Skilled workers	110	250	330,000	255	336,600	260	343,200	265	349,800	270	356,400	275	363,000	280	369,600	285	376,200	290	382,800	295	389,400
5	Semi-skilled workers	100	350	420,000	355	426,000	360	432,000	365	438,000	370	444,000	375	450,000	380	456,000	385	462,000	390	468,000	395	474,000
6	Unskilled workers	90	200	216,000	205	221,400	210	226,800	215	232,200	220	237,600	225	243,000	230	248,400	235	253,800	240	259,200	245	264,600
	Total Director Worker		815	999,600	835	1,017,600	850	1,035,600	860	1,053,600	875	1,071,600	890	1,089,600	905	1,107,600	920	1,125,600	935	1,143,600	955	1,161,600
	Indirect Labour																					
1	Admin Manager	300	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600
2	Financial Manager	300	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600
3	Marketing Manager	300	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600	1	3,600
4	Production Supervisor	200	8	19,200	8	19,200	8	19,200	10	24,000	10	24,000	10	24,000	12	28,800	12	28,800	12	28,800	12	28,800
5	Office Staff	150	7	12,600	7	12,600	7	12,600	9	16,200	9	16,200	9	16,200	11	19,800	11	19,800	11	19,800	11	19,800
6	Driver	150	2	3,600	2	3,600	2	3,600	4	7,200	4	7,200	4	7,200	6	10,800	6	10,800	6	10,800	6	10,800
7	Security Staff & Cleaner	150	4	7,200	4	7,200	4	7,200	6	10,800	6	10,800	6	10,800	8	14,400	8	14,400	8	14,400	8	14,400
	Total Indirect Labour		24	53,400	24	53,400	24	53,400	32	69,000	32	69,000	32	69,000	40	84,600	40	84,600	40	84,600	40	84,600
	Total Direct & Indirect Labour		839	1,053,000	859	1,071,000	874	1,089,000	892	1,122,600	907	1,140,600	922	1,158,600	945	1,192,200	960	1,210,200	975	1,228,200	995	1,246,200
	Total		**853**	**1,131,000**	**873**	**1,149,000**	**888**	**1,167,000**	**901**	**1,176,600**	**916**	**1,194,600**	**931**	**1,212,600**	**951**	**1,231,800**	**966**	**1,249,800**	**981**	**1,267,800**	**1,001**	**1,285,800**

JCK (MYANMAR) INTERNATIONAL CO., LTD

Projected Profit & Loss Statement Annex - 11

Description	Year 1			Year 2			Year 3			Year 4		
	US$	Kyats	Equ: US$	US$	Kyats	Equ: US$	US$	Kyats	Equ: US$	US$	Kyats	Equ: US$
Income												
Income from - CMP	6,500,000		6,500,000	7,150,000		7,150,000	7,800,000		7,800,000	8,450,000		8,450,000
Total Income	6,500,000	-	6,500,000	7,150,000	-	7,150,000	7,800,000	-	7,800,000	8,450,000	-	8,450,000
Less: Cost of Goods sold												
Direct Labour	999,600		999,600	1,017,600		1,017,600	1,035,600		1,035,600	1,053,600		1,053,600
Production overhead			-			-			-			-
Other overhead	65,000		65,000	71,500		71,500	78,000		78,000	84,500		84,500
Water, Fuel and Electricity	59,692		59,692	65,661		65,661	71,630		71,630	77,600		77,600
Total cost of good sold	1,124,292	-	1,124,292	1,154,761	-	1,154,761	1,185,230	-	1,185,230	1,215,700	-	1,215,700
Gross profit/(loss)	5,375,708	-	5,375,708	5,995,239	-	5,995,239	6,614,770	-	6,614,770	7,234,300	-	7,234,300
Expenses												
Foreign Technican	78,000		78,000	78,000		78,000	78,000		78,000	54,000		54,000
Wages and salaries	53,400		53,400	53,400		53,400	53,400		53,400	69,000		69,000
Maintenance	1,300,000		1,300,000	1,430,000		1,430,000	1,560,000		1,560,000	1,690,000		1,690,000
Administration	1,365,000		1,365,000	1,501,500		1,501,500	1,638,000		1,638,000	1,774,500		1,774,500
Selling expenses	1,183,000		1,183,000	1,301,300		1,301,300	1,419,600		1,419,600	1,537,900		1,537,900
Transportation	842,500		842,500	923,750		923,750	1,005,000		1,005,000	1,056,250		1,056,250
Depreciation	186,198		186,198	186,198		186,198	186,198		186,198	186,198		186,198
Total expenses	5,008,098	-	5,008,098	5,474,148	-	5,474,148	5,940,198	-	5,940,198	6,367,848	-	6,367,848
Profit before tax	367,610	-	367,610	521,091	-	521,091	674,572	-	674,572	866,453	-	866,453
Less: Provision for income tax												
Profit after tax	367,610	-	367,610	521,091	-	521,091	674,572	-	674,572	866,453	-	866,453
Less: 1% Provision for CSR expenses			3,676			5,211			6,746			8,665
Net profit for the year			363,934			515,880			667,826			857,788

1 US$ = 950 Kyats

JCK (MYANMAR) INTERNATIONAL CO., LTD

Projected Profit & Loss Statement

Annex - 11(A)

Description	Year 5			Year 6			Year 7			Year 8		
	US$	Kyats	Equ: US$	US$	Kyats	Equ: US$	US$	Kyats	Equ: US$	US$	Kyats	Equ: US$
Income												
Income from - CMP	9,100,000		9,100,000	9,100,000		9,100,000	9,100,000		9,100,000	9,100,000		9,100,000
Total Income	9,100,000	-	9,100,000	9,100,000	-	9,100,000	9,100,000	-	9,100,000	9,100,000	-	9,100,000
Less: Cost of Goods sold												
Direct Labour	1,071,600		1,071,600	1,089,600		1,089,600	1,107,600		1,107,600	1,125,600		1,125,600
Production overhead			-			-			-			-
Other overhead	91,000		91,000	91,000		91,000	91,000		91,000	91,000		91,000
Water, Fuel and Electricity	83,569		83,569	83,569		83,569	83,569		83,569	83,569		83,569
Total cost of good sold	1,246,169	-	1,246,169	1,264,169	-	1,264,169	1,282,169	-	1,282,169	1,300,169	-	1,300,169
Gross profit/(loss)	7,853,831	-	7,853,831	7,835,831	-	7,835,831	7,817,831	-	7,817,831	7,799,831	-	7,799,831
Expenses												
Foreign Technican	54,000		54,000	54,000		54,000	39,600		39,600	39,600		39,600
Wages and salaries	69,000		69,000	84,600		84,600	84,600		84,600	84,600		84,600
Maintenance	1,820,000		1,820,000	1,820,000		1,820,000	1,820,000		1,820,000	1,820,000		1,820,000
Administration	1,911,000		1,911,000	1,911,000		1,911,000	1,911,000		1,911,000	1,911,000		1,911,000
Selling expenses	1,656,200		1,656,200	1,656,200		1,656,200	1,656,200		1,656,200	1,656,200		1,656,200
Transportation	1,137,500		1,137,500	1,137,500		1,137,500	1,137,500		1,137,500	1,137,500		1,137,500
Depreciation	186,198		186,198	186,198		186,198	186,198		186,198	186,198		186,198
Total expenses	6,833,898	-	6,833,898	6,849,498	-	6,849,498	6,835,098	-	6,835,098	6,835,098	-	6,835,098
Profit before tax	1,019,934	-	1,019,934	986,334	-	986,334	982,734	-	982,734	964,734	-	964,734
Less: Provision for income tax						246,583			245,683			241,183
Profit after tax	1,019,934	-	1,019,934	986,334	-	739,750	982,734	-	737,050	964,734	-	723,550
Less: 1% Provision for CSR expenses			10,199			7,398			7,371			7,236
Net profit for the year			1,009,734			732,353			729,680			716,315

1 US$ = 950 Kyats

JCK (MYANMAR) INTERNATIONAL CO., LTD

Projected Profit & Loss Statement

Annex -11(B)

Description	Year 9			Year 10			Year 11 and after		
	US$	Kyats	Equ: US$	US$	Kyats	Equ: US$	US$	Kyats	Equ: US$
Income									
Income from - CMP	9,100,000		9,100,000	9,100,000		9,100,000	9,100,000		9,100,000
Total Income	9,100,000	-	9,100,000	9,100,000	-	9,100,000	9,100,000	-	9,100,000
Less: Cost of Goods sold									
Direct Labour	1,143,600		1,143,600	1,161,600		1,161,600	1,161,600		1,161,600
Production overhead			-			-			-
Other overhead	91,000		91,000	91,000		91,000	91,000		91,000
Water, Fuel and Electricity	83,569		83,569	83,569		83,569	83,569		83,569
Total cost of good sold	1,318,169	-	1,318,169	1,336,169	-	1,336,169	1,336,169	-	1,336,169
Gross profit/(loss)	7,781,831	-	7,781,831	7,763,831	-	7,763,831	7,763,831	-	7,763,831
Expenses									
Foreign Technican	39,600		39,600	39,600		39,600	39,600		39,600
Wages and salaries	84,600		84,600	84,600		84,600	84,600		84,600
Maintenance	1,820,000		1,820,000	1,820,000		1,820,000	1,820,000		1,820,000
Administration	1,911,000		1,911,000	1,911,000		1,911,000	1,911,000		1,911,000
Selling expenses	1,656,200		1,656,200	1,656,200		1,656,200	1,656,200		1,656,200
Transportation	1,137,500		1,137,500	1,137,500		1,137,500	1,137,500		1,137,500
Depreciation	174,248		174,248	174,248		174,248	92,676		92,676
Total expenses	6,823,148	-	6,823,148	6,823,148	-	6,823,148	6,741,576	-	6,741,576
Profit before tax	958,684	-	958,684	940,684	-	940,684	1,022,256	-	1,022,256
Less: Provision for income tax			239,671			235,171			255,564
Profit after tax	958,684	-	719,013	940,684	-	705,513	1,022,256	-	766,692
Less: 1% Provision for CSR expenses			7,190			7,055			7,667
Net profit for the year			711,823			698,458			759,025

1 US$ = 950 Kyats

JCK (MYANMAR) INTERNATIONAL CO., LTD

Annex - 12

Cash Flow Statement

Expressed in US$

	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Cash inflow											
Income		6,500,000	7,150,000	7,800,000	8,450,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000
Total cash inflow		6,500,000	7,150,000	7,800,000	8,450,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000
Cash outflow											
Cost of Good Sold		1,124,292	1,154,761	1,185,230	1,215,700	1,246,169	1,264,169	1,282,169	1,300,169	1,318,169	1,336,169
Expenses		4,821,900	5,287,950	5,754,000	6,181,650	6,647,700	6,663,300	6,648,900	6,648,900	6,648,900	6,648,900
25% income tax		-	-	-	-	-	246,583	245,683	241,183	239,671	235,171
Total cash outflow	-	5,946,192	6,442,711	6,939,230	7,397,350	7,893,869	8,174,052	8,176,752	8,190,252	8,206,740	8,220,240
Cash flow from operation	-	553,808	707,289	860,770	1,052,650	1,206,131	925,948	923,248	909,748	893,260	879,760
Change in Working Capital											
Capital Investment and Disposal	5,000,000										
Net Cash Flow	-5,000,000	553,808	707,289	860,770	1,052,650	1,206,131	925,948	923,248	909,748	893,260	879,760
Accumulated Net Cash Flow	-5,000,000	-4,446,192	-3,738,903	-2,878,134	-1,825,483	-619,352	306,596	1,229,844	2,139,591	3,032,852	3,912,612

Payback period = 5 years and 8 months

JCK (MYANMAR) INTERNATIONAL CO., LTD

Annex - 12(A)

Cash Flow Statement

Expressed in US$

	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21
Cash inflow											
Income	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000
Total cash inflow	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000
Cash outflow											
Cost of Good Sold	1,336,169	1,336,169	1,336,169	1,336,169	1,336,169	1,336,169	1,336,169	1,336,169	1,336,169	1,336,169	1,336,169
Expenses	6,648,900	6,648,900	6,648,900	6,648,900	6,648,900	6,648,900	6,648,900	6,648,900	6,648,900	6,648,900	6,648,900
25% income tax	255,564	255,564	255,564	255,564	255,564	255,564	255,564	255,564	255,564	255,564	255,564
Total cash outflow	8,240,633	8,240,633	8,240,633	8,240,633	8,240,633	8,240,633	8,240,633	8,240,633	8,240,633	8,240,633	8,240,633
Cash flow from operation	859,367	859,367	859,367	859,367	859,367	859,367	859,367	859,367	859,367	859,367	859,367
Change in Working Capital											
Capital Investment and Disposal											
Net Cash Flow	859,367	859,367	859,367	859,367	859,367	859,367	859,367	859,367	859,367	859,367	859,367
Accumulated Net Cash Flow	4,771,979	5,631,347	6,490,714	7,350,081	8,209,449	9,068,816	9,928,183	10,787,550	11,646,918	12,506,285	13,365,652

Payback period = 5 years and 8 months

Annex - 12(B)

JCK (MYANMAR) INTERNATIONAL CO., LTD

Cash Flow Statement

Expressed in US$

	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30
Cash inflow									
Income	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000
Total cash inflow	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000
Cash outflow									
Cost of Good Sold	1,336,169	1,336,169	1,336,169	1,336,169	1,336,169	1,336,169	1,336,169	1,336,169	1,336,169
Expenses	6,648,900	6,648,900	6,648,900	6,648,900	6,648,900	6,648,900	6,648,900	6,648,900	6,648,900
25% income tax	255,564	255,564	255,564	255,564	255,564	255,564	255,564	255,564	255,564
Total cash outflow	8,240,633	8,240,633	8,240,633	8,240,633	8,240,633	8,240,633	8,240,633	8,240,633	8,240,633
Cash flow from operation	859,367	859,367	859,367	859,367	859,367	859,367	859,367	859,367	859,367
Change in Working Capital									
Capital Investment and Disposal									
Net Cash Flow	859,367	859,367	859,367	859,367	859,367	859,367	859,367	859,367	859,367
Accumulated Net Cash Flow	14,225,020	15,084,387	15,943,754	16,803,122	17,662,489	18,521,856	19,381,224	20,240,591	21,099,958

Payback period = 5 years and 8 months

Annex - 12(B)

JCK (MYANMAR) INTERNATIONAL CO., LTD

Cash Flow Statement

Expressed in US$

	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30
Cash inflow									
Income	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000
Total cash inflow	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000	9,100,000
Cash outflow									
Cost of Good Sold	1,336,169	1,336,169	1,336,169	1,336,169	1,336,169	1,336,169	1,336,169	1,336,169	1,336,169
Expenses	6,648,900	6,648,900	6,648,900	6,648,900	6,648,900	6,648,900	6,648,900	6,648,900	6,648,900
25% income tax	255,564	255,564	255,564	255,564	255,564	255,564	255,564	255,564	255,564
Total cash outflow	8,240,633	8,240,633	8,240,633	8,240,633	8,240,633	8,240,633	8,240,633	8,240,633	8,240,633
Cash flow from operation	859,367	859,367	859,367	859,367	859,367	859,367	859,367	859,367	859,367
Change in Working Capital									
Capital Investment and Disposal									
Net Cash Flow	859,367	859,367	859,367	859,367	859,367	859,367	859,367	859,367	859,367
Accumulated Net Cash Flow	14,225,020	15,084,387	15,943,754	16,803,122	17,662,489	18,521,856	19,381,224	20,240,591	21,099,958

Payback period = 5 years and 8 months

JCK (MYANMAR) INTERNATIONAL CO., LTD — Annex - 12(C)

Cash Flow Statement

Expressed in US$

	Year 31	Year 32	Year 33	Year 34
Cash inflow				
Income	9,100,000	9,100,000	9,100,000	9,100,000
Total cash inflow	9,100,000	9,100,000	9,100,000	9,100,000
Cash outflow				
Cost of Good Sold	1,336,169	1,336,169	1,336,169	1,336,169
Expenses	6,648,900	6,648,900	6,648,900	6,648,900
25% income tax	255,564	255,564	255,564	255,564
Total cash outflow	8,240,633	8,240,633	8,240,633	8,240,633
Cash flow from operation	859,367	859,367	859,367	859,367
Change in Working Capital				
Capital Investment and Disposal				
Net Cash Flow	859,367	859,367	859,367	859,367
Accumulated Net Cash Flow	21,959,325	22,818,693	23,678,060	24,537,427

Payback period = 5 years and 8 months

JCK (MYANMAR) INTERNATIONAL CO., LTD

Internal Rate of Return

Annex - 13

Year	NCF	10%		30%	
		DF	PV	DF	PV
Year 0	-5,000,000	1.00000	-5,000,000	1.00000	-5,000,000
Year 1	553,808	0.90909	503,462	0.76923	426,006
Year 2	707,289	0.82645	584,536	0.59172	418,514
Year 3	860,770	0.75131	646,709	0.45517	391,793
Year 4	1,052,650	0.68301	718,974	0.35013	368,562
Year 5	1,206,131	0.62092	748,913	0.26933	324,846
Year 6	925,948	0.56447	522,673	0.20718	191,834
Year 7	923,248	0.51316	473,772	0.15937	147,135
Year 8	909,748	0.46651	424,404	0.12259	111,526
Year 9	893,260	0.42410	378,830	0.09430	84,234
Year 10	879,760	0.38554	339,186	0.07254	63,816
Year 11	859,367	0.35049	301,203	0.05580	47,951
Year 12	859,367	0.31863	273,821	0.04292	36,886
Year 13	859,367	0.28966	248,928	0.03302	28,374
Year 14	859,367	0.26333	226,298	0.02540	21,826
Year 15	859,367	0.23939	205,726	0.01954	16,789
Year 16	859,367	0.21763	187,023	0.01503	12,915
Year 17	859,367	0.19784	170,021	0.01156	9,934
Year 18	859,367	0.17986	154,565	0.00889	7,642
Year 19	859,367	0.16351	140,513	0.00684	5,878
Year 20	859,367	0.14864	127,739	0.00526	4,522
Year 21	859,367	0.13513	116,127	0.00405	3,478
Year 22	859,367	0.12285	105,570	0.00311	2,676
Year 23	859,367	0.11168	95,973	0.00239	2,058
Year 24	859,367	0.10153	87,248	0.00184	1,583
Year 25	859,367	0.09230	79,316	0.00142	1,218
Year 26	859,367	0.08391	72,106	0.00109	937
Year 27	859,367	0.07628	65,551	0.00084	721
Year 28	859,367	0.06934	59,591	0.00065	554
Year 29	859,367	0.06304	54,174	0.00050	426
Year 30	859,367	0.05731	49,249	0.00038	328
Year 31	859,367	0.05210	44,772	0.00029	252
Year 32	859,367	0.04736	40,702	0.00023	194
Year 33	859,367	0.04306	37,002	0.00017	149
Year 34	859,367	0.03914	33,638	0.00013	115
NPV			3,318,314		-2,264,327

IRR = 17%

Employees' benefits of JCK (MYANMAR) INTERNATIONAL CO., LTD

JCK (MYANMAR) INTERNATIONAL CO., LTD is a 100% foreign owned company to be established in the Republic of the Union of Myanmar under Foreign Investment Law and the Myanmar Companies Act. Its factory is situated at Plot No. A-5, Mingaladon Industrial Park, Corner of No. 3 Highway Road and Khayebin Road, Mingaladon Township, Yangon Region, the Republic of the Union of Myanmar. The Company intends to perform manufacturing of garments under Cutting, Making and Packaging (CMP) basis in the Republic of the Union of Myanmar with approximately 853 numbers of employees in the first business year. In order that the employees may enjoy proper welfare commensurate with that of a prestigious Company set up a plan, as stated below, for employees as employees' welfare plan:

1. **Meal**

   The Company will provide meal allowance according to employees' needs.

2. **Staff Transportation**

   The Company will arrange the staff transportation to and from the factory throughout the years.

3. **Uniform**

   The Company will provide uniforms free of charge to all employees .

4. **Health Care**

   An infirmary (in accordance with the existing rules and regulations of the Ministry of Health concerned) will be set up in the factory compound and stocked with appropriate/adequate medicines. Qualified physicians/doctors will be engaged by the Company so that in emergency cases employees could be cured free of charge.

5. **Bonus**

   Annual bonus will be paid to all employees upon developing the employees' working capacity. The amount of bonus will depend on the performance of the individual employees and company.

All the employees' benefits mentioned above are some of the usual company policy and practices. Other benefits such as leave (medical leave, annual leave, etc.) would be drawn up and included in the employees' welfare plan according to the Labour Laws of the Republic of the Union of Myanmar. The Company will take extra care to oversee that the benefits provided by the Company do not fall short of those granted under the Labour Laws of the Republic of the Union of Myanmar.

Annex -15

Probable benefits accruing to the Republic of the Union of Myanmar by the investment of JCK (MYANMAR) INTERNATIONAL CO., LTD

1. **Expansion of Employment Opportunity**

Business of manufacturing of garments under Cutting, Making and Packaging (CMP) basis is one of labour-intensive industries. The business requires many number of labour forces to operate such factory. The operation of the factory that we are intending to establish in the Republic of the Union of Myanmar will be started with approximately 853 employees in its first year. It is not reflected in the data submitted, but extensive labour forces are likely to be necessary.

Also, a lot of employment opportunities will be created for workers during the construction process.

2. **Growth in Construction Investment**

We plan to start the construction of factory as soon as after receiving the approval from Myanmar Investment Commission. Instead of retrieving the investment in a short period of time, we will establish a solid factory with a long-term purpose of operation (The period of Land Lease is 34 years). We have budgeted approximately US$ 2,572,000 for cost of construction of factory at Plot No. A-5, Mingaladon Industrial Park, Corner of No. 3 Highway Road and Khayebin Road, Mingaladon Township, Yangon Region, the Republic of the Union of Myanmar.

Initially foreign company will be the owner of the factory, but ultimately it will be owned by the State as it is located at the Mingaladon Industrial Park (MIP), in which Department of Human Settlement & Housing Development (DHSHD), a State organization, holds major shares/interests. At the end of the lease period, unless extended, the property shall be transferred to DHSHD in 2048.

3. **Direct income generation to the State**

Since the factory is located at Plot No. A-5, Mingaladon Industrial Park, Corner of No. 3 Highway Road and Khayebin Road, Mingaladon Township, Yangon Region, revenue charged by relevant authorities (such as, but not limited to, public utility charges namely communication, electricity, water supply etc.) will be accrued.

4. **Cultivation and nurturing of young talent**

Myanmar nationals involved in manufacturing activities will be able to acquire various technical know-how of the Company such as manufacturing of garments under Cutting, Making and Packaging (CMP) basis and this will contribute to the personal capability of the workforce of the Republic of the Union of Myanmar in the long-term.

5. **Increase of Tax Revenues**

As one of the foreign investors, we are intending to validly get the benefit of tax exemption and relief granted under the Foreign Investment Law from the Government of the Republic of the Union of Myanmar. We are going to be faithful for our legal liability to pay taxes to get such benefits.

From the standpoint of the Government of the Republic of the Union of Myanmar, personal income tax revenue will increase firstly. Other tax revenue like income tax and commercial tax will also be increased.

6. **Attainment of 4 Economic Objectives**

It is evident from the benefits to be derived by the State from the Project, summarized above, that - "Our Project is committed to co-operate and contribute towards the attainment of 4 economic objectives set by the Government of the Republic of the Union of Myanmar for the development of its National Economy".

Social Welfare Programs for Workforce of JCK (MYANMAR) INTERNATIONAL CO., LTD

1. The Company will provide adequate water and purify drinking water for employees and arrange working environment with adequate light and good ventilation.
2. The Company will provide toilets sufficiently to match the number of employees.
3. The Company will make sure that all employees register with the Social Security Scheme according to the law to enjoy benefits granted by the scheme.
4. The Company will set up a first- aid kit and provide a car for emergency cases.
5. Overtime allowance will be paid to relevant employees, who need to work overtime, in compliance with the law.
6. The Company will provide uniforms, to the employees who work at the factory.
7. The Company will arrange transportation for the staff to and from the company by paying transportation allowance or providing ferry.
8. The Company will pay bonuses based on the company's profit earning and job performance of the employees.

Fire Prevention Plan of JCK (MYANMAR) INTERNATIONAL CO., LTD

1. Furnish with fire alarm system.
2. Provide training to employees about prevention of fire and method of extinguishing the fire.
3. Set up fire extinguishers.
4. Inspect fire extinguishers once a week.
5. Dedicate to cleanliness and tidiness in the office for fire prevention.
6. Set security cameras.
7. Instruct to smoke in smoking area only.
8. Inspect electric wires once a week.

လျှို့ဝှက်

ဦးမင်းသူ
GM
Fax - 01 639017

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
ပြည်ထောင်စုရှေ့နေချုပ်ရုံး
နေပြည်တော်

စာအမှတ်၊ ၂ (၅) ၃ - ၁၆ /နပတ (၁၁၀)
ရက်စွဲ၊ ၂၀၁၄ ခုနှစ်၊ ဖေဖော်ဝါရီလ ၃ ရက်

အကြောင်းအရာ။ **Sub - Lease Agreement (မူကြမ်း)အား စိစစ်ပေးရန်ကိစ္စ**

ရည် ညွှန်း ချက် ။ ဆောက်လုပ်ရေးဝန်ကြီးဌာန ၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန၏ ၈-၁-၂၀၁၄ ရက်စွဲပါစာအမှတ်၊ မအ/နဆစ/ MIPCL /၂၀၁၄ (၀၂၇)

၁။ ဆောက်လုပ်ရေးဝန်ကြီးဌာန၊ မြို့ရွာနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာနနှင့် Kepventure Pte Co., Ltd တို့၏ ဖက်စပ်ကုမ္ပဏီ Mingaladon Industrial Park Co.,Ltd မှ ဖော်ထုတ်တည်ထောင်ထားသည့် နိုင်ငံတကာအဆင့်မီ မင်္ဂလာဒုံစက်မှုဇုန်အတွင်းရှိမြေကွက်အမှတ် A-5 အား ဟောင်ကောင်အခြေစိုက် Mingtex Fashion Co., Ltd သို့ ငှားရမ်းရန်အတွက် ချုပ်ဆိုမည့် Sub-Lease Agreement (မူကြမ်း) အားစိစစ်ပေးပါရန် ရည်ညွှန်းချက်ပါစာဖြင့် မေတ္တာရပ်ခံလာသော ကိစ္စဖြစ်ပါသည်။

၂။ ရည်ညွှန်းချက်ပါစာဖြင့် ပူးတွဲပေးပို့လာသော Sub-Lease Agreement (မူကြမ်း) ကို ဥပဒေရှုထောင့်မှ လေ့လာစိစစ်၍ အောက်ပါအတိုင်းသုံးသပ်အကြံပြုအပ်ပါသည်-

(က) စာချုပ်(မူကြမ်း)တွင် ကွက်လပ်များပါရှိနေသဖြင့် စာချုပ်ချုပ်ဆိုချိန်တွင် ပြည့်စုံစွာဖြည့်စွက်ထားပြီးဖြစ်ရန် လိုအပ်ပါသည်၊

(ခ) မြေအသုံးပြုမှုနှင့် စပ်လျဉ်း၍ နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုနည်းဥပဒေများ၏ နည်းဥပဒေ ၆၄ တွင် "ရင်းနှီးမြှုပ်နှံသူသည် ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းလုပ်ကိုင်နိုင်ပြီးသော မြေနှင့် အဆောက်အအုံများကို ခွင့်ပြုကာလသက်တမ်းအတွင်း

လျှို့ဝှက်

ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းအမျိုးအစား ပြောင်းလဲခြင်းမရှိဘဲ မြေအသုံးပြုခွင့်ရသူ (သို့မဟုတ်) မြေငှားရမ်းခွင့်ရှိသူ၏ သဘောတူညီချက်ဖြင့် အခြားပုဂ္ဂိုလ်တစ်ဦးဦးအား တစ်ဆင့်ငှားရမ်းခြင်းပြုလိုပါက ကော်မရှင်ရုံးသို့ တင်ပြလျှောက်ထားပြီး ခွင့်ပြုချက်ရရှိမှသာဆောင်ရွက်ရမည်” ဟု ပြဋ္ဌာန်းထားချက်အား သိရှိနိုင်ရန် ဖော်ပြအပ်ပါသည်၊

(ဂ) တံဆိပ်ခေါင်းအက်ဥပဒေပုဒ်မ ၉ အရ တံဆိပ်ခေါင်းခွန်ကင်းလွတ်ခွင့် (သို့မဟုတ်) သက်သာခွင့်မရရှိသေးလျှင်တံဆိပ်ခေါင်းအက်ဥပဒေအရကျသင့်သော တံဆိပ်ခေါင်းခွန်ကို မြေအငှားချထားခြင်းခံရသူက ထမ်းဆောင်ရမည်ဖြစ် ပါသည်၊

(ဃ) လိုအပ်သောနေရာအချို့တွင် မင်နီဖြင့်အနည်းငယ် ဖြည့်စွက်ပြင်ဆင်ပေးလိုက်ပါသည်။

၃။ ဤစာချုပ်(မူကြမ်း)ကို ပြည်ထောင်စုရှေ့နေချုပ်ဥပဒေနှင့်အညီ ဥပဒေကြောင်း အရသာ ဥပဒေအကြံဉာဏ်ပေးခြင်း ဖြစ်ပါသည်။ ဥပဒေရေးရာမဟုတ်သည့် စီမံရေးရာ၊ ဘဏ္ဍာရေးရာ၊ ကျွမ်းကျင်မှုဆိုင်ရာကိစ္စရပ်များကို ဤရုံးအနေဖြင့်မှတ်ချက် ပေးရန်မရှိပါကြောင်းနှင့် ယင်းကိစ္စရပ်များနှင့် စပ်လျဉ်း၍ သက်ဆိုင်ရာကျွမ်းကျင်သူများနှင့် ဆွေးနွေးညှိနှိုင်းဆောင်ရွက်ရန် အကြံပြုအပ်ပါသည်။

၄။ Mingtex Fashion Co., Ltd သည် သက်ဆိုင်ရာနိုင်ငံ၏ဥပဒေအရ တရားဝင်ဖွဲ့စည်းထားသောကုမ္ပဏီဟုတ် မဟုတ်၊ စာချုပ်ပါလုပ်ငန်းကို လုပ်ကိုင်နိုင်ခွင့်နှင့် လုပ်ကိုင် နိုင်စွမ်းရှိမရှိ၊ စာချုပ်တွင် လက်မှတ်ရေးထိုးမည့်သူသည် တရားဝင်လွှဲအပ်ထားခြင်းခံသူဟုတ် မဟုတ် စသည်တို့အတွက် သက်ဆိုင်ရာစာရွက်စာတမ်းများ တောင်းယူစိစစ်သင့်ပါသည်။

၅။ ညွှန်ကြားချက်(မူကြမ်း)ကို လက်မှတ်ရေးထိုးပြီးပါက မှတ်တမ်းတင်ထားနိုင်ရန်အတွက် ဤရုံးသို့ မိတ္တူ(၃)စောင် ပေးပို့ပါရန် မေတ္တာရပ်ခံအပ်ပါသည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(မေသီလင်း ၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်)

ညွှန်ကြားရေးမှူးချုပ်
မြို့ပြနှင့် အိုးအိမ်ဖွံ့ဖြိုးရေးဦးစီးဌာန

SUB-LEASE AGREEMENT

FOR

PLOT NO.A-5

MINGALADON INDUSTRIAL PARK CO., LTD.

YANGON

THE REPUBLIC OF THE UNION OF MYANMAR

Sub-Lease Agreement

Mingaladon Industrial Park

This Sub-Lease Agreement (hereinafter referred to as the "Agreement") is made at , on the day of , 2014

between;

1. **Mingaladon Industrial Park Co., Ltd.,** located at Corner of No. 3 Highway Road and Khayebin Road, Mingaladon Township, Yangon, The Republic of the Union of Myanmar (hereinafter referred to as the "Lessor") on the one part.

Mingtex Fashion Co., Ltd., Located at Unit 1110, 11/F,Trendy Centre, 682-684 Castle Peak Road Kowloon, Hong Kong .(hereinafter referred to as the "Lessee") on the other part;

(The Lessor and the Lessee are hereinafter jointly referred to as the "Parties", including any successors by law to replace the "Parties" independently referred to as the "Party".)

NOW, HEREBY MUTUALLY AGREES AS FOLLOWS;

Chapter 1. The Scope of the Agreement

Clause 1. **1.1** The Lessor agrees to lease, and the Lessee agrees to take on the lease, Plot No. A-5 as per the plan attached hereto as Exhibit A, which shall be deemed as an integral part hereof, the land with the total area of 10,004.00 square-meter (hereinafter referred to as the "Land"),in the Mingaladon Industrial Park (hereinafter referred to as "MIP"), for the purpose of Manufacturing of Bridal Dress, Fabric and Garment accessories on CMP basic for the period commencing from the issuing date of the Physical Delivery Receipt pursuant to Clause 1.2 below and ending on the date 7th February, 2048 (hereinafter referred to as the "Lease Period").

1.2 Subject to the full payment by the Lessee of the Land Use Premium under Clause 3.1 and **Myanmar Investment Commission's permit**, the land shall be delivered to the Lessee by issuing the Physical Delivery Receipt (hereinafter referred to as the "Receipt") attached hereto as **Exhibit B** by the Lessor provided that the Lessor have confirmed that the Lessee has satisfied all of its obligations stipulated within this Agreement.

1.3 Any costs and expenses, which relates to the execution of this Agreement, of the Land and/or the Lessee's business in the MIP shall be borne by the Lessee.

Chapter 2. Warranty and Representation

Clause 2. Each Party represents and warrants to the other Party that it is a legal person duly authorised under the relevant laws and has the right power, sound financial standing and authority to enter into this Agreement.

Chapter 3. Payment Terms

Clause 3. **3.1** In consideration for the Lessee's right to take on the lease of the Land, the Lessee shall pay the Lessor land use premium (hereinafter referred to as the "Land Use Premium") totally amounting to **US$ 580,232.00 (United States Dollars Five Hundred and Eighty Thousand Two Hundred and Thirty Two only)** as follows:-

a. FIRST INSTALMENT

The booking fee which has already been received by the Lessor under the Provisional Allotment amounting to **US$ 58,023.20 (United States Dollars Fifty Eight Thousand Twenty Three and Cents Twenty only)** (hereinafter referred to as the "First Instalment") shall be paid appropriated for the First Instalment of 10% (ten percent) of the Land Use Premium on the date of signing of this Agreement.

b. SECOND INSTALMENT

Within 30 days after signing of this Agreement, 50% (fifty percent) of the Land Use Premium amounting to **US$ 290,116.00 (United States Dollars Two Hundred and Ninety Thousand One Hundred and Sixteen only)** shall be paid to the Lessor (herein after refferred to as the "Second Instalment") failing which Lessor shall have the right to terminate this Agreement at its own discretion and the First Instalment shall be forfeited.

c. FINAL INSTALMENT

40% (forty percent) of the Land Use Premium amounting to **US$ 232,092.80 (United States Dollars Two hundred and Thirty Two Thousand Ninety Two and Cents Eighty only)** (hereinafter referred to as the "Final Instalment") shall be paid to the Lessor by the Lessee either within 4 (four) months after signing of the Agreement or upon the Lessor's issuing of the Receipt whichever comes earlier, failing which the Lessor shall have the right to terminate this Agreement at its own discretion and the First Instalment and the Second Instalment shall be forfeited.

3.2 Each instalment of the Land Use Premium shall only be deemed to be received by the Lessor after the said amounts in full had been remitted and credited to the bank account of the Lessor at the bank designated by the Lessor.

Chapter 4. Annual Land Rent and Other Fees

Clause 4. In addition to the above consideration, the Lessee shall pay the annual land rent (hereinafter referred to as the "Land Rent") on yearly basis at the rate of **US$ 0.30** (thirty cents)per year per one square meter, i.e. **US$ 3,001.20 (United States Dollars Three Thousand One and Cents Twenty only)** stipulated in Clause 1 herewith as well as the Management Fees and Utility Charges (hereinafter collectively referred to as the "Fees") to be paid in accordance with the estate conditions of the Mingaladon Industrial Park (hereinafter referred to as the "Additional Conditions") attached hereto as **Exhibit C.** The Lessee shall pay the Land Rent to the Lessor each year not later than the 5th day of December of the preceding year.

Clause 5. The Lessee hereby acknowledges and accepts the right of the Lessor to review and change the rate of the Land Rent at the end of every 5 (five) year period at a rate of no more than 15% (fifteen percent) of the previous rate.

Clause 6. **6.1** Whenever the cadastral surveying has been done and found that there is a change of area of the Land which does not conform to the area as stipulated in the Agreement, the Lessor shall inform the Lessee thereof to pay and the Lessee agrees to pay the new amount of the Land Use Premium, the Land Rent and the Fees, based on the adjusted area of the Land from the subsequent date of such notification.

6.2 Subject to Clause 4 hereof, the Lessee and the Lessor agree that the balance of the Land Use Premium, the Land Rent and the Fees for the adjusted part of Land

measured by the Lessor during the period from the commencement date of the Lease Period to the date of the notification by the Lessor to the Lessee pursuant to the first paragraph of this Clause 4 shall not be paid or reimbursed.

Chapter 5. Event of Default

Clause 7. If at any time and for any reason, the Lessee be in default in any payment of the Land Use Premium, the Land Rent and the Fees, the Lessee agrees to pay the Lessor the delayed interest at the rate of 18% (eighteen percent) per year for the unpaid portion of the Land Use Premium, the Land Rent and the Fees, as the case may be, until the date on which the payment is actually remitted and credited to the bank account of the Lessor stipulated in Clause 3.2.

Chapter 6. Security of Annual Land Rent

Clause 8. **8.1** The Lessee agrees to provide a security deposit (hereinafter referred to as the "Security") to the Lessor on the date of the signing of this Agreement by means of cash deposit (hereinafter referred to as the "Cash Deposit") equivalent to the amounts of the Land Rent stipulated in Clause 4 and Clause 5 amounting to **US$ 3,001.20 (United States Dollars Three Thousand One and Cents Twenty only)**.

8.2 If the Lessee, having received the Lessor's notice after causing any damages and/or losses to the Lessor or being in default of the Land Rent and the Fees caused by the Lessee, the Lessee agrees that the Lessor is entitled to deduct the amount due from the Cash Deposit.

8.3 If the amount of the Cash Deposit falls below the full amount as prescribed in Clause 8.1 for whatsoever reason, the Lessee shall increase the amount of the Cash Deposit to attain such full amount within 45 (forty five) days from the date of the notification by the Lessor.

8.4 If the Land Rent is changed by the Lessor pursuant to Clause 5 of the Agreement, the Lessee shall increase the amount of the Cash Deposit to attain such full amount within 45 (forty five) days from the date of the notification by the Lessor.

8.5 The Security shall be returned to the Lessee with no interest thereon only if and when this Agreement expires or is terminated and all of the obligations of the Lessee have been deemed to be completed by the Lessee.

Chapter 7. Ownership of Constructed Property and the Lessee's Duties

Clause 9. All facilities and materials on the Land brought by the Lessee shall belong to the Lessee (hereunder referred to as the "Lessee's Properties").

Clause 10. The Lessor acknowledges that the Lessee's Properties except immovable assets may be mortgaged, pledged, or guaranteed against the Lessee's debts with financial institutions or any third parties. The Land lease right granted to the Lessee under this Agreement shall not be mortgaged, pledged or guaranteed for any purpose no matter whatsoever reasons or at any event.

Clause 11. Under Clause 10, the Lessee shall not assign or transfer the right to lease the Land to other persons nor transfer to other persons, in whole or in part, its rights or obligations hereunder nor do anything to endanger the Lessor's rights to the Land nor sublease the Land, without the Lessor's prior written approval which shall be issued at the Lessor's sole discretion and subject to the approval of the Myanmar Investment Commission. In such case, the Lessee shall abide by the Myanmar Companies Act, and other applicable Laws, rules and regulations stipulated by the Government and the relevant authorities.

Clause 12. **12.1** The Lessee shall strictly comply with the laws, rules, and regulations of the government and local authorities and observe the order of the Lessor or the Lessor's agent, relating to compliance with this Agreement.

12.2 The Lessee shall ensure that his and/or her foreign personnel and their families shall abide by the Laws of the Republic of the Union of Myanmar and they shall not interfere in the internal affairs of the Republic of the Union of Myanmar.

Clause 13. Within the Lease Period, the Lessee permits the Lessor to inspect the factory building and any other building on the Land with the full cooperation of the Lessee.

Clause 14. The Lessee must keep the Land in good condition at his own expense throughout the Lease Period. The Lessee shall be responsible for any damage and losses occasioned to the Lessor from loss of possession of the Land due to intrusion by outsiders, or lose of any right and interest of the Lessor in respect of the Land due to negligence, default or wilful act of the Lessee, and the Lessee shall accordingly compensate the Lessor in full for such damages and losses.

Clause 15. The Lessee shall bear all taxes, duties and fees charged by the government or local authorities throughout the Lease Period on or relating to the payment of the Land Use Premium, the Land Rent or the Fees and/or its business on the Land.

Clause 16. Should the Lessor suffer damages for whatever reason, directly or indirectly, arising from the performance or non-performance by the Lessee, or its employees, agents, servants or visitors in relation to its business in MIP, the Lessee shall be liable for and shall make full compensation for such damages of whatsoever kind to the Lessor.

Clause 17. **17.1** The Lessee shall complete the construction of the factory building on the Land within the period of 2 (two) years or any longer period approved by the Lessor from the date of the commencement of the Lease.

17.2 Should the Lessee fail to complete the construction work within such period, the Lessee agrees that this event shall constitute a breach of this Agreement, and the Lessor reserves the right to terminate this Agreement pursuant to Chapter 9 set out below and the Lessor shall have the right to re-enter into the said Land.

Clause 18. During the construction of the factory building on the Land, the Lessee shall agree to permit the Lessor or his agent to inspect the construction at all times. The Lease shall provide convenience and cooperative support and follow the Lessor's advice. Should the Lessor consider that any construction is not in accordance with the detailed Additional Conditions, the Lessor is entitled to instruct the Lessee to correct the construction and the Lessee shall make best efforts to observe the Lessor's instruction. If the Lessor considers that the said faults involve an essential element, the Lessor shall have the right to instruct the Lessee to stop the construction immediately. Any delay or damage arising therefrom cannot be claimed by any event for the extension of the construction period and/ or for reimbursement by the Lessor. Should the plan or the details of construction involve any fault the Lessee agree to let the Lessor decide and such decision shall be final.

Clause 19. The Lessee shall strictly abide by the Additional Conditions and other rules and conditions which shall be attached as an integral part of this Agreement. The Lessee shall comply in full with all the clauses contained therein. In the event of the Lessee's failing to do so, the Lessor shall serve a notice demanding the Lessee to observe and perform in accordance with the Agreement and the Additional Conditions within six months, and if the Lessee still fails to perform fully within that period, the Lessor shall sanction the Lessee in accordance with the codes mentioned in the Additional Conditions, and the Lessor shall have

the right to terminate the Agreement at its sole discretion and to claim and receive from the Lessee all damages incurred directly or indirectly therefrom.

Clause 20. In the event of Lessee's failing to perform in accordance with any clause, apart from default of payment as specified in Chapter 5, the Lessor shall send a letter of notice to the Lessee demanding observance of the agreement within a specified period, and if the Lessee still does not fully perform within such period, then the Lessor shall have the right to terminate the Agreement at its sole discretion and to claim and receive from Lessee all damages incurred directly or indirectly therefrom.

Chapter 8. Arbitration

Clause 21. **21.1** If any dispute arises out of this Agreement or any other agreement or document executed in connection with this Agreement, the Parties hereto shall consult with each other in good faith in order to settle such dispute amicably.

21.2 In the event that such dispute can not be settled amicably, it shall be settled in The Republic of the Union of Myanmar by Arbitration, through two arbitrators, each one of whom shall be appointed by each Party. Should the arbitrators fail to reach an agreement, then such dispute shall be referred to an Umpire nominated by those arbitrators. The decision of the arbitrators or the Umpire shall be final and binding upon both Parties.

21.3 The Arbitration proceedings shall in all respects conform to the Myanmar Arbitration Act, 1944 (Myanmar Act No. IV, 1944) or any subsisting statutory modification thereof. The venue of Arbitration shall be in Yangon, the Republic of the Union of Myanmar. The Arbitration fees shall be borne by the losing Party.

Chapter 9. Termination

Clause 22. **22.1** Should the Agreement be terminated for one of the following reasons;

(a) Breach of condition of this Agreement by the other Party without rectification within 30 (thirty) days from the written notification of the other Party,
(b) Force Majeure persisting for more than 6 (six) months after the occurrence thereof,
(c) Incapability of implementing the original aims and object of the Lessee,

the Lessee agrees to stop operations immediately and remove all Lessee's Properties mentioned in Chapter 7 from the Land within 30 (thirty) days from the date of termination

and return the Land to the Lessor in good condition. If the Lessee fails to do so, the Lessee agrees to pay the Lessor daily damages calculated as follows;

$$\frac{\textbf{Land Rent per year at the time of the termination x 20}}{\textbf{365}}$$

Until the Lessee shall have duly completed such removal and return. Regarding removal of the Lessee's Properties, the Lessee shall bear all related costs of such removal.

22.2 If the Lessee fails to remove such Lessee's Properties or cannot complete the removal, the Lessee shall permit the Lessor to remove such Lessee's Properties and the Lessee shall bear all expenses and damages as mentioned in Clause 22.1 until the day which is deemed by the Lessor as the day of complete removal. In no event shall the Land Use Premium specified in Clause 3 be decreased or refunded due to the termination of the Agreement.

Chapter 10. Notice

Clause 23. Any notice or other communication required to be given or sent hereunder shall be in English and be left or sent by prepaid registered post (airmail, if overseas) or telex or electronic mail or facsimile transmission or international courier to the Party concerned at its address given underneath describing the names and addresses or such address as the Party concerned shall have notified in concurrence with this Clause to the other Party.

Lessor : Name : **Mingaladon Industrial Park Co., Ltd.**
Address : Corner of No.3 Highway Road and Khayebin Road, Mingaladon Township, Yangon, The Republic of the Union of Myanmar.

Lessee : Name: **Mingtex Fashion Co., Ltd.**
Address: Unit 1110, 11/F, Trendy Centre, 682-684 Castle Peak Road Kowloon, Hong Kong.

Chapter 11. Governing Law

Clause 24. **24.1** This Agreement shall be governed by and construed under the Laws of the Republic of the Union of Myanmar and the Parties hereby submit to the jurisdiction of the relevant Court of Myanmar and all Courts competent to hear appeals therefrom.

24.2 .In the event that any provision of the Agreement is deemed invalid, unlawful or unenforceable under any applicable law, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected or impaired and this Agreement shall be construed as if such invalid, unlawful or unenforceable provision had never been contained in this Agreement.

Chapter 12. Force Majeure

Clause 25. **25.1** If either Party is temporarily rendered unable wholly or partly by Force Majeure to perform its duties or accept the performance by the other Party under this Agreement, it is agreed that the affected Party shall give notice to the other Party within 14 (fourteen) days after the occurrence of the cause relied upon, giving full particulars in writing of such Force Majeure. The duties of such Party as are effected by such Force Majeure shall, with the approval of the other Party, be suspended during the continuance of the disability so caused, as far as possible, be removed with all reasonable dispatch. Neither Party shall be responsible for delay damage or loss caused by Force Majeure.

25.2 The term, Force Majeure shall mean Acts of God, wars, strikes, lock outs, industrial disturbances, explosions, earthquakes, floods, typhoons, fires, storms, lightning and other causes similar to the kind herein enumerated which are beyond the control of either Party and which by exercise of due care and diligence, either Party is unable to overcome.

Chapter 13. Mineral Resources and Treasures

Clause 26. Mineral resources, treasure, gems and other natural resources discovered unexpectedly from, in or under the Land during the Lease Period of the Agreement shall be the property to the Government of the Republic of the Union of Myanmar and the Government of the Republic of the Union of Myanmar shall be at liberty to excavate the aforesaid at any time.

Chapter 14. Protection of Environment

Clause 27. The Lessee shall be responsible for the protection and preservation of the environment in and around the Land, and shall be able to control pollution of air, water and land and not to cause any environmental degradation. The Lessee shall also take necessary measures in order to make environmental protection such as installation of the waste water treatment plant and other treatment procedures to keep the Land environmental friendly.

Chapter 15. Modification of the Agreement

Clause 28. In the event that any situation or condition arises due to circumstances not envisaged in this Agreement and that it warrants amendments to this Agreement, the Parties hereto shall make necessary negotiations with a view to making such necessary amendments.

Chapter 16. Retransfer of the Land

Clause 29. **29.1** At the end of the Lease Period, the Lessee shall transfer the Land to Lessor within 3 (three) months in good condition, ground damages having been refilled or repaired.

29.2 The Lessee shall have the right to be in possession and ownership of all movable properties which shall be removed at its own costs and/or disposed of within 3 (three) months, not affecting the Lessor's right to claim for the rent up to the date of complete evacuation and damages caused to the Land by the Lessee.

29.3 Notwithstanding the above Clause 29.1, a new agreement for further period may be negotiated and agreed upon between the Parties before the expiry of the Lease Period upon the request of the Lessee.

Chapter 17. Condition Precedent

Clause 30. This Agreement shall become valid upon signing by the Parties hereof and validity of this Agreement shall be subject to and conditional upon receipt of the approval from Myanmar Investment Commission.

This Lease Agreement is made in triplicate having the same contents. Both Parties have read and thoroughly understood this document and the accompanying Additional Conditions of the MIP, and hereunto affix their signatures. Each Party shall keep one copy and the remaining one will be submitted to the official for registration.

The Lessor: On and behalf of
Mingaladon Industrial Park Co., Ltd.

Min Htein
Chairman

Shigeo HANA
Managing Director

The Lessee: On the behalf of
Mingtex Fashion Co., Ltd.

Name : Wang Feng- Te
Title : Director
In the present of

Name : Myint Myint Mu
Designation :Director(Finance & Account)
Address: Department of Human Settlement and Housing Development

Name:
Designation :
Address:

EXHIBITS

A:SITE PLAN OF MINGALADON INDUSTRIAL PARK
B:PHYSICAL DELIVERY RECEIPT
C:ADDITIONAL CONDITIONS FOR LEASE OF MINGALADON INDUSTRIAL PARK

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

ဂျေဇီ ကေ (မြန်မာ) အင်တာနေရှင်နယ် **ကုမ္ပဏီ လီမိတက်**

၏

သင်းဖွဲ့မှတ်တမ်း

❖❖❖❖❖❖❖❖

၁။ **ကုမ္ပဏီ၏အမည်သည်** ဂျေဇီ ကေ (မြန်မာ) အင်တာနေရှင်နယ် **ကုမ္ပဏီ လီမိတက် ဖြစ်ပါသည်။**

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင် အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ ကုမ္ပဏီ တည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ တစ်ဖက်စာမျက်နှာပါအတိုင်းဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် US$ ၅၀,၀၀၀,၀၀၀ /-(အမေရိကန် ဒေါ်လာ သန်း ငါး ဆယ် တိတိ) ဖြစ်၍ငွေ US$ ၁၀၀ /-(အမေရိကန် ဒေါ်လာ တစ်ရာ တိတိ) တန် အစုရှယ်ယာပေါင်း (၅၀၀,၀၀၀) ခွဲထားပါသည်။ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့်လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသောတရားဥပဒေ အထွေထွေပဌာန်းချက်များနှင့်အညီ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာရှိစေရမည်။

စက်မှုလက်မှုနှင့်ထုတ်လုပ်မှုလုပ်ငန်း ရည်ရွယ်ချက်

၁။ နိုင်ငံတော်အစိုးရက ခွင့်ပြုထားသော အောက်ဖော်ပြပါကုန်ပစ္စည်းများကို ထုတ်လုပ်ခြင်း၊ စိုက်ပျိုးခြင်း၊ ကြိတ်ခွဲခြင်းနှင့်ပြုပြင်ခြင်းစသည့်လုပ်ငန်းများ ဆောင်ရွက်ရန်အတွက် မိမိတစ်ဦးတည်းဖြစ်စေ မည်သည့်ပြည်တွင်းပြည်ပပုဂ္ဂိုလ်များနှင့် ဖက်စပ်၍ဖြစ်စေ လက်ခစား (စီအမ်ပီ) စနစ်ဖြင့် လုပ်ကိုင်ရန်။

လက်ခစား (စီအမ်ပီ) စနစ်ဖြင့် အဝတ်အထည်များ ထုတ်လုပ်ခြင်း။

၂။ အထက်ဖော်ပြပါ လုပ်ငန်းများတွင် လိုအပ်သည့်စက်ကိရိယာများ၊ အပိုပစ္စည်းများ၊ ကုန်ကြမ်းပစ္စည်းများနှင့် အခြားသောပစ္စည်းများကို ပြည်ပမှတင်သွင်းရန်နှင့် ထွက်ရှိလာသောကုန်ချောများ တစ်စိတ်တစ်ဒေသ ကုန်ချောများကို ပြည်တွင်းပြည်ပတွင် လက်လီလက်ကားရောင်းချရန်၊

၃။ ကုမ္ပဏီမှ သင့်လျော်လျောက်ပတ်သည်ဟုယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန် အတွက် မည်သည့်ပုဂ္ဂိုလ်၊ စီးပွားရေးအဖွဲ့အစည်း၊ ကုမ္ပဏီ၊ ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှမဆို ငွေချေးယူရန်၊

ခြွင်းချက်။ ကုမ္ပဏီသည် အထက်ဖော်ပြပါ ရည်ရွယ်ချက်များကို ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း၌ဖြစ်စေ၊ အခြားမည်သည့်အရပ်ဒေသ၌ဖြစ်စေ၊ အချိန်ကာလအလိုက် တည်မြဲနေသော တရားဥပဒေများ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များက ခွင့်ပြုထားသည့် လုပ်ငန်းများမှအပ အခြားလုပ်ငန်းများကို လုပ်ကိုင်ဆောင်ရွက်ခြင်းမပြုပါ။ ထို့အပြင် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း၌ အချိန်ကာလအားလျော်စွာ တည်မြဲနေသည့် တရားဥပဒေပြဋ္ဌာန်းချက်များ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များနှင့် လျော်ညီသင့်တော်ခြင်း၊ သို့မဟုတ် ခွင့်ပြုထားခြင်းရှိမှသာလျှင် လုပ်ငန်းများကို ဆောင်ရွက်မည်ဟု ခြွင်းချက်ထားရှိပါသည်။

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

ဂျေစီကေ (မြန်မာ) အင်တာနေရှင်နယ် ကုမ္ပဏီ လီမိတက်

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သင်းဖွဲ့စည်းမျဉ်းများ

❖❖❖❖❖❖❖

၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေမဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲ ပထမ ဇယားပုံစံ 'က' ပါစည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၁၇(၂)တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့်အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့်မသက်ဆိုင်သောကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည် အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍ အောက်ပါ သတ်မှတ်ချက်များသည် အကျိုးသက်ရောက်စေရမည်။

(က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ၊ ဤကုမ္ပဏီ၏ အစုရှင် အရေအတွက်ကို ငါးဆယ် အထိသာကန့်သတ်ထားသည်။

(ခ) ဤကုမ္ပဏီ၏အစုရှယ်ယာ သို့မဟုတ် ဒီဘင်ချာ သို့မဟုတ် ဒီဘင်ချာစတော့(ခ်) တစ်ခုခုအတွက်ငွေထည့်ဝင်ရန် အများပြည်သူတို့အား ကမ်းလှမ်းခြင်းမပြုလုပ်ရန် တားမြစ်ထားသည်။

မ,တည်ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် US$ ၅၀,၀၀၀,၀၀၀ /-(အမေရိကန် ဒေါ်လာ သန်း ငါးဆယ် တိတိ)ဖြစ်၍ ငွေ US$ ၁၀၀ /-(အမေရိကန် ဒေါ်လာ တစ်ရာ တိတိ)တန် အစုရှယ်ယာပေါင်း (၅၀၀,၀၀၀) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင်တည်ဆဲဖြစ်နေသောတရားဥပဒေပြဋ္ဌာန်းချက်များနှင့်အညီ အထွေထွေသင်းလုံးကျွတ်အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့်အာဏာရှိစေရမည်။

၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည် ဒါရိုက်တာများ၏ ကြီးကြပ်ကွပ်ကဲမှုအောက်တွင် ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက်အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချခြင်း တို့ကိုဆောင်ရွက်နိုင်သည်။

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

OF

JCK (MYANMAR) INTERNATIONAL **COMPANY LIMITED**

❖ ❖ ❖ ❖ ❖ ❖ ❖

I. The name of the Company is JCK (MYANMAR) INTERNATIONAL COMPANY LIMITED.

II. The registered office of the Company will be situated in the Union of Myanmar.

III. The objects for which the Company is established are as on the next page.

IV. The liability of the members is limited.

V. The authorised capital of the Company is US$ 50,000,000 /- (United States Dollars Fifty Million Only) divided into (500,000) shares of US$ 100 /- (United States Dollars One Hundred Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

Objectives of Industry and Manufacturing

(1) To carry on the business of manufacturing, growing, milling and preserving etc; of the following commodities permitted by the Government, either solely on its own or in Joint-venture with any local or foreign partners under CMP basis.

Manufacturing of garments under Cutting, Making and Packaging (CMP) basis.

(2) To import machinery, spare parts, raw materials and others necessary for those activities mentioned above and to sell wholesale and retail finished and semi-finished products locally and abroad.

(3) To borrow money for the benefit of the Company's business from any person, firm, company, bank or financial organization in the manner that the Company shall think fit.

PROVISO:- *Provide that the Company shall not exercise any of the above objects whether in the Republic of the Union of Myanmar or elsewhere, save in so far as it may be entitled, so as to do in accordance with the Laws, Orders and Notifications in force from time to time and only subject to such permission and or approval as may be prescribed by the Laws, Orders and Notifications of the Republic of the Union of Myanmar for the time being in force.*

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

ဂျေစီဧ (မြန်မာ) အင်တာနေရှင်နယ် **ကုမ္ပဏီ လီမိတက်**

၏

သင်းဖွဲ့စည်းမျဉ်းများ

❖❖❖❖❖❖❖

၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေမဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲ ပထမ ဇယားပုံစံ 'က' ပါစည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၁၇(၂)တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့်အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့်မသက်ဆိုင်သောကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည် အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍ အောက်ပါ သတ်မှတ်ချက်များသည် အကျိုးသက်ရောက်စေရမည်။

(က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ၊ ဤကုမ္ပဏီ၏ အစုရှင် အရေအတွက်ကို ငါးဆယ် အထိသာကန့်သတ်ထားသည်။

(ခ) ဤကုမ္ပဏီ၏အစုရှယ်ယာ သို့မဟုတ် ဒီဘင်ချာ သို့မဟုတ် ဒီဘင်ချာစတော့(ခ်) တစ်ခုခုအတွက်ငွေထည့်ဝင်ရန် အများပြည်သူတို့အား ကမ်းလှမ်းခြင်းမပြုလုပ်ရန် တားမြစ်ထားသည်။

မ,တည်ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် US$ ၅၀,၀၀၀,၀၀၀ /-(အမေရိကန်
ဒေါ်လာ သန်း ငါးဆယ် တိတိ)ဖြစ်၍ ငွေ US$ ၁၀၀ /-(အမေရိကန်
ဒေါ်လာ တစ်ရာ တိတိ)တန် အစုရှယ်ယာပေါင်း (၅၀၀,၀၀၀) ခွဲထားပါသည်။

ကုမ္ပဏီ၏ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင်တည်ဆဲဖြစ်နေသောတရားဥပဒေပြဋ္ဌာန်းချက်များနှင့် အညီ အထွေထွေသင်းလုံးကျွတ်အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့်အာဏာရှိစေရမည်။

၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည် ဒါရိုက်တာများ၏ ကြီးကြပ်ကွပ်ကဲမှုအောက်တွင် ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက်အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချခြင်း တို့ကိုဆောင်ရွက်နိုင်သည်။

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No.	Name, Address and Occupation of Subscribers	Nationality & N.R.C. No.	Number of shares taken	Signatures
1.	Mingtex Fashion Company Limited Unit 1110, 11/F, Trendy Centre, 682-684 Castle Peak Road, Kowloon, Hong Kong. Represented by: Mrs. Wei Chiu-Yen No. 42, Aly 161, Hexing Ln, Pitou Township, Changhua Country 523, Taiwan, Republic of China. (Businesswoman)	Incorporated in Hong Kong I.C No. 751211 Republic of China P.P No. 3028744600	1,470 Shares	魏秋燕
2.	Mrs. Wei Chiu-Yen No. 42, Aly 161, Hexing Ln, Pitou Township, Changhua Country 523, Taiwan, Republic of China. (Businesswoman)	Republic of China P.P No. 3028744600	15 Shares	魏秋燕
3.	Mr. Wang Feng-Te 3F., No. 9, Ln. 120, Jihu Road, Zhongshan District, Taipei City, 104, Taiwan, Republic of China. (Businessman)	Republic of China P.P No. 306037428	15 Shares	王逢德

Yangon. Dated the 21st day of March , 2014.

It is hereby certified that the persons mentioned above put their signatures in my presence.

U MOE KYAW (B.Com, CPA, DBL, ACCA)
(AUDITOR)
No. 182/194, Botahtaung Pagoda Road,
Yangon, Myanmar.

FORM XXVI

PARTICULARS OF DIRECTORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN

(Myanmar Companies Act, See Section 87)

Name of Company : JCK (Myanmar) International Co., Ltd

Presented by : Mrs. Wei Chiu-Yen Director

	The Present Christian name or names of surnames	Nationality, National Registration Card No.	Usual Residential Address	Other Business Occupation	Changes
1.	Mrs. Wei Chiu-Yen	Republic of China P.P No. 302874460	No. 42, Aly 161, Hexing Ln, Pitou Township, Changhua Country 523, Taiwan, Republic of China.	Businesswoman	Director
2.	Mr. Wang Feng-Te	Republic of China P.P No. 306037428	3F., No. 9, Ln. 120, Jihu Road, Zhongshan District, Taipei City, 104, Taiwan, Republic of China.	Businessman	Director

NOTE :
(1) A complete list of the Directors or Managers or Managing Agents shown as existing in the last particulars.
(2) A note of the changes since the last list should be made in the column for " Changes" by placing against the new Director's name the word " in place of ...." and by writing against any former Director's name the word "dead " " resigned" or as the case may be giving the date of change against the entry

Signature 魏秋燕 Mrs. Wei Chiu-Yen

Designation Director

Dated this 21-3-2014.